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File No. M I P 1951 I

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Pr. DEPARTMENT
J BRANCH

Subject:— Rakaskop Reservoir Project-
of Shri Narendra Singh Singhi,
Belgaum Dt.

C[K] 1952

File No. M I P 1951

Std. Scott. Slip 24-B

**GOVERNMENT OF INDIA**

# MINISTRY OF STATES

No. F.281-P/49. New Delhi (2), the 2nd Dec ~~November~~ 1950.

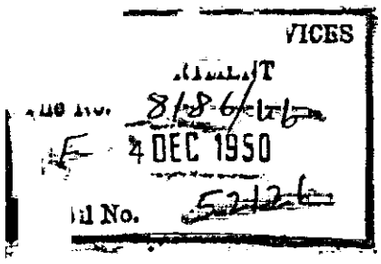
From

The Joint Secretary to the Government of India,
Ministry of States.

To

M.D. Bhat, Esq., I.C.S.,
Chief Secretary to the Government of Bombay,
Bombay.

Sir,




Sub:- Agreement entered into by Kurundwad (Senior) State with Shri Narendra Singh Singhi of Calcutta in respect of the Rakaskop Reservoir Project.

Ref:- Your letter No. 8186/36-F dated the 8th June 1950.

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I am directed to state that the Government of India have carefully considered the question of the termination of the Agreement concluded by the late Kurundwad (Senior) Darbar with Shri Singhi of Calcutta. The Government of India are advised that the letter of the Bombay Government No. 8186/36-M dated the 18th April 1947 does not signify anything more than its opinion on the technical merits of the project: and that this letter does not imply the Government of Bombay's approval to the Agreement made between Kurundwad (Senior) Darbar and Mr. Singhi. In fact Kurundwad State was at that time a separate State possessing a measure of internal sovereignty and the Government of Bombay was not at that time competent to decide whether the terms of the Agreement were wise or prudent or proper from the view point of the public interest of the State. The Government of India are accordingly of the view that the Bombay Government's letter dated the 18th April 1947 does not impair their right to refuse to recognise and implement that Agreement.

2. Moreover the Agreement concluded with the Kurundwad (Senior) State promises to Mr. Singhi certain special concessions which are plainly incongruous with the circumstances prevailing after the merger and some of the concessions are repugnant to the law now in force in the merged States. For instance, it is impossible to secure to Shri Singhi the monopoly to manufacture and sell sugar and subsidiary products because any law or action prohibiting everyone else from starting and running such factory would be repugnant to Article 19(1)(g) of the Constitution. The other concessions, so far as they involve special exemptions and dispensations from the operation of general laws, are repugnant to Article 14 of the Constitution. The Government of India are accordingly advised that the action of the Bombay Government in refusing to recognise and adopt the agreement is lawful and proper.

3. From a purely legal point of view Mr. Singhi is not entitled to compensation. The Bombay Government was not a party to and was not otherwise bound by the agreement which he had made with the Kurundwad Darbar and as explained in the preceding paragraphs the refusal of the Government of Bombay to recognise that agreement does not amount to a breach of the Agreement.

2/.....

Moreover the Agreement had become impossible of performance in the altered circumstances prevailing since the merger. Some of the provisions of the Agreement are incompatible with certain provisions of Part III of the Constitution. Mr. Singhi is not, therefore, entitled to claim from the Government of Bombay any substantial sum by way of compensation for deprivation of any prospects or profit.

4. In view, however, of the extraordinary circumstances of the case it is fair and just that the Government of Bombay should pay Mr. Singhi ex gratia such sum as would reimburse him his actual loss so as to place him, as far as may be, in the position in which he would have been if he had not entered into the Agreement. He appears to have spent substantial sums of money in connection with the scheme. On the other hand the Kurundwad Darbar had given him land measuring about three thousand acres apparently for the purpose of the agreement. The Bombay Government could have refused to recognise the grant of this land by means of an order under the Extra-Provincial Jurisdiction Act, 1947, during the period in which that Government was administering the merged territory under that Act. With the commencement of the Constitution the Government of Bombay cannot deprive Mr. Singhi of the lands except, of course, by compulsory acquisition in accordance with the law (Article 31 of the Constitution). The Government of India are advised that the value of the lands and of any other property or benefits he might have obtained from the Darbar, may well be taken into consideration in assessing his actual loss to compensate which the ex-gratia grant is proposed to be paid. Mr. Singhi estimates his expenses to amount to Rs.3,50,000/- to Rs.4,00,000/- and the fair market value of the lands at about Rs.3,00,000/-. These figures must be verified. Subject to such verification and on the assumption that Mr. Singhi's estimates are substantially correct, the sum which he can expect to be paid as ex-gratia compensation would work out to Rs. 1,00,000/-. It is noticed from Mr. Singhi's letter dated the 29th June 1949, addressed to the Public Works Department Minister, Bombay, that the Bombay Government's spokesman indicated at a personal interview that the Government would be prepared to grant him a much higher sum "slighly less than Rs.10,00,000/-" to cover his actual expenses and reasonable compensation. This offer, if made, was generous.

5. The matter is primarily one for consideration and decision by the Government of Bombay and it is for that Government to consider, whether it would allow Mr. Singhi ex-gratia compensation on a basis more favourable than indicated in the preceding paragraph.

6. Whether Mr. Singhi is allowed to proceed with the scheme or not, we trust that Government of Bombay will proceed with it so that they could give supply of water to the Belgam municipality where it is understood there is great scarcity as well as the sugar plantation which Mr. Singhi has in contemplation.

3/.....

I (11) 14/12

P. W. D.
Pt's No. 8186/36
102789

Shri Joglekar, Engineer of Shri Narendra Singh Singhi, discussed with the Secy. and, later on, with me (as Secy. had to leave to attend Secys' budget meeting) on the 21-12-50 and explained the scheme prepared by him for constructing a reservoir at Rakaskop area in which Shri Singhi intends to grow sugarcane by lift irrigation, extract bauxite ore and establish Sugar Factory and Alumina Plant. The main points which became clearer in this interview are mentioned below.

(i) Shri Singhi has taken about 3,000 acres of land, on lease, from the ex-Kurundwad Darbar in 1947 (charges varying from As. 12 per acre to Rs.2/4/- per acre). This area is located within the ~~yellow pencil~~ red dotted boundary lines indicated in the blue-print plan on p.127 in file No.8186/36. It will be seen that it is located in both banks of the Markendeye River and is at a higher contour. Survey Nos. taken on lease by Shri Singhi are, of course, interspersed with other private Nos., but he hopes to negotiate with their owners. He also intends to negotiate for addl. Govt. waste land, at a high level, of about 3,000 acres in the vicinity of the water spread lying in the pre-merger Belgaum District, in order to make a total area of 10,000 acres. Area to be annually brought under sugarcane would be about 5,000 acres out of this area. Thus, no land required for the construction of the dam, excavation of its waste-weir or coming under the submergence of the proposed reservoir is in possession of Shri Singhi.

(ii) Shri Singhi's plan is to establish his own Steam-electricity-generator Station to supply power both for his pumps and industries.

(iii) Pumps are to be fixed along the fringe

of.....

of the water spread of the Reservoir.

(iv) Requirement of water for sugarcane (5,000 acres) for 9 months only is 1,500 M.Cft. Adding for its requirement in the remaining 3 months more, they would require 2,000 M.Cft. ~~per year~~ storage per year as guaranteed. (It is not followed why this addition should be made, since the requirement of this period can be met -- at least most of it -- by the rains).

(v) According to Shri Singhi's Engineer, Shri Singhi would require this annual assured supply of 2,000 M.Cft. permanently (and not for 30 years on the analogy of the guarantee given to Sugar Factories on the Deccan Canals). The Engineer expressed that, if water supply be the first charge on the reservoir, Shri Singhi's irrigation requirement must be treated as IInd charge.

(vi) The entire work of the reservoir (3,000 M.Cft. capacity) would cost about Rs.90 lakhs according to the estimate of Shri Singhi's Engineer.

2. From the foregoing note, it will be clear that it is not necessary to pay any compensation to Shri Singhi for lands, as we do not want to acquire them. No compensation seems also payable for the lease of the right of water from the Bijgarni nalla by him from the former Kurundwad State (vide para 10(iv) of the S.E., K.I.C's letter at p.235 ante). The question of compensation would, perhaps, arise if we want to utilize the data and plans and estimate prepared by him for the Reservoir part of his whole scheme. In this connection, it is not understood how the figures of compensation in the concluding part of para. 4 of Govt. of India's letter No.F.281-P/49, dated the 2-12-50 have been worked out. (p-24) and

3. According to the S.E., K.I.C., a quantity of water equivalent to 1,650 M.Cft. (1,450 M.Cft. for sugarcane and 200 M.Cft.) can be guaranteed to Shri Singhi, (I am not quite sure about the accuracy of these figures, since they do not provide, after allowing for 1,000 M.cft. for water supply - for the absorption and evaporation losses and the carry-over. ~~This~~ This point will be discussed personally with the S.E., K.I.C., who is expected here by the end of this week). If, however, Shri Singhi would not be prepared to accept this much quantity and, that too, for a limited period of, say, about 30 years only, the only alternative will be to proceed with the pure and simple water supply scheme alone. S.E., K.I.C., estimates that the reservoir of 1,400 M.cft. for this purpose would cost approximately Rs.80 lakhs yielding a return of 2.83 %.

DRN.
27.12.50.

KJ 27/12/50

Secy

We may obtain [from the Collector] the details of the lease of land given by the Rajpipla Darbar (as successors of the Darbar. This Govt. is interested in the lease), also the lease of water rights if any.

27/12

# Belgaum city & suburbs

| Year | 1955 | 1965 | 1975 | 1985 |
|---|---|---|---|---|
| Population | 1·5 lac | 2 lac | 2·5 lac | 3 lac |
| a) Belgaum water required for water supply | 350 mcft. | 470 mcft. | 550 mcft | 700 mcft |
| Water for industrial purposes | nil | 100 | 200 | 300 |
| Total for Belgaum city | 350 mcft | 570 " | 750 mcft | 1000 mcft. |

# Rakaskop Scheme

| | |
|---|---|
| Av. run off | 2950 mcft. |
| Yield in the worst year say those in 50 years (year 1905) | 964 mcft |

Pl take action on Secy's note

dy to 29/12/50 on p 25 ante.

29/12

I.B (II)

I.B.(II)

Resubmitted with the necessary draft p.25 ante

for orders.

Thro. DE(I)

30/12/50

30/12

30/12/50

NO. 8186/36-J.B.(II). Letter 25/1 P.W.2

B.C.C Bombay

Dec. 1950. 2/1/51

To

The Collector of Belgaum.

Subject :- Rakaskop Reservoir Scheme in Belgaum dist.

Shri. Narendra Singh Singhi of Calcutta has entered into an agreement with the Kurundwad State (Senior) on 11-10-1946. In accordance with that agreement Shri Singhi has been given the right to construct water storage reservoirs at Rakaskop and Basurte and irrgn. canals, water channels and also to establish a sugar factory and power alcohol and other factories. As some of the concessions obtained by him are not in consonance with the public policy and also with the general policy of the laws in the Bombay State, Govt. does not intend to allow Shri. Singhi to proceed with the scheme. However, Govt. desires to take up a similar scheme for providing a water supply to Belgaum City and its suburbs. It is understood that Shri Singhi has taken on lease about 3046 acres of land from the Ex-Kurundwad (Senior) State. You are therefore requested to furnish very urgently the details & condition of the lease of land given by the former

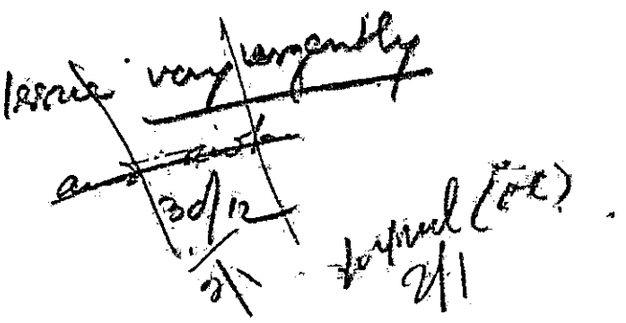
Kurundwad

Kurumdwad Durbar and also of the lease of water rights of a nala.

-- D.A. vil.

Pay order etc.

DS.
30/12/50



Letter.

No.8186/36-I.B.(II).

Public Works Department,
Bombay Castle (Bombay No.1),
2nd January 1951.

To

The Collector of Belgaum.

Subject :- Rakaskop Reservoir Scheme in Belgaum District.

.....

Shri Narendra Singh Singhi of Calcutta has entered into an agreement with the Kurundwad State (Senior) on 11th October 1946. In accordance with that agreement Shri Singhi has been given the right to construct water storage reservoirs at Rakaskop and Basurte and irrigation canals, water channels and also to establish a sugar factory and power alcohol and other factories. As some of the concessions obtained by him are not in consonance with the public policy and also with the general policy of the laws in the Bombay State, Government does not intend to allow Shri Singhi to proceed with the scheme. However, Government desires to take up a similar scheme for providing water supply to Belgaum City and its suburbs. It is understood that Shri Singhi has taken on lease about 3046 acres of land from the Ex-Kurundwad(Senior) State. You are therefore requested to furnish very urgently the details and conditions of the lease of land given by the former Kurundwad Durbar and also of the lease of water rights of a nala.

ISSUED 6/1/51

By order of the Governor of Bombay,

3/1/51

Deputy Secretary to the Government of Bombay, Public Works Department.

D.A.-Nil.

PSM.2/1/51.
-2.

NARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

January 8, 1951.

The Hon'ble The Minister-in-charge of the Public Works Department, Government of Bombay,
BOMBAY.

Dear Sir,

RAKASKOP RESERVOIR PROJECT.

With reference to my letter dated October 13, 1949 to you and with further reference to letter No. 8186/36-IB(II) dated August 24, 1949 from the Assistant Secretary to the Government of Bombay, Public Works Department about fifteen months have since passed, but the Government decision has not yet been communicated to me. In May 1949 the Hon'ble Minister, then in charge of the Public Works Department, called me to a conference in his office offering to pay me compensation for the above project the working order for which he was finding it difficult at the time to issue. All formalities from the very inception of the project were completed by me as wanted by the Government of Bombay and the Government of India and the Government of Bombay sent me their general sanctions of the project promising to issue the working order on receipt of the results of the soil test which the Government were taking up for their satisfaction. The details of the discussions which I and my Secretary had with the Hon'ble Minister were confirmed in my letters dated May 17, '49, June 29, 1949 and July 23, 1949. I received information that the case was referred to the Government of India, Ministry of States and I sent my representation to the Ministry at New Delhi on May 17, 1950. I am now asked by the Ministry to write to you for your decision.

You can very well appreciate what a heavy loss I have been sustaining due to the long stalemate. I shall be thankful if you will please let me know your decision without any more delay.

Yours faithfully,

Narendra Singh Singhi

2 262

shown to P.S.D.

17/1

Draft is approved

19/1

H.O.M. P.W.D.

18/1

Issue Section
18/1

Issue w.o. (4-2-51)
20/1

W.O. No. to P. & S.D. dated the 22nd January 1951.
(with Pro-file no. 8186/36)

P.W.D. 8186/36
1341

8186/36

9(11)
12/1

P.S.D./F/245

C. S. may see w/r. & Ltr. of Indian Letter No. F. 281-P/49, dtd. 2nd Dec 1950.
(slipped A. with the file below)

8113

P. W. D.
File No. 8186/36.
Serial No. 3811

3(11)

RRV
23-1-51

24/1

C.S.

D.S.?

W.O. No. to P. W. D. dt 25/1/51 with file No. 8186/36

No. 8186/36-I.B. (II).

Public Works Department,
Bombay Castle (Bombay No. 1),
27th January 1951.

From

~~Shri G.V. Bedekar, I.C.S.,~~
The Secretary to the Government of Bombay,
Public Works Department.

To

Shri Narendra Singh Singhi,
M.Sc., B.L., M.L.A.,
'Singhi Park',
Ballygunge, Calcutta.

Subject: Rakaskop Reservoir Project.

Dear Sir,

With reference to your letter dated 8th January 1951 addressed to the Honourable Minister, Public Works Department, Government of Bombay, I am directed to state that the question of execution of the Rakaskop Reservoir Project ~~under~~ in pursuance of your agreement with the late Kurundwad Darbar has been carefully considered by the Government of Bombay, with special reference to the Government letter No. 8186/36-M, dated 18th April 1947. This Government is advised that ~~the~~ certain concessions embodied in the agreement are repugnant to the provisions of the Constitution of India and that the letter of this Government dated 18th April 1947 in no way implies the approval of this Government to the agreement. In view of these circumstances,

circumstances, and of the fact that the agreement is contrary to public policy and the practice of this Government in regard to the construction of water storage reservoirs, and connected matters, this Government has decided that the agreement should not be accepted or recognized ~~or accepted~~.

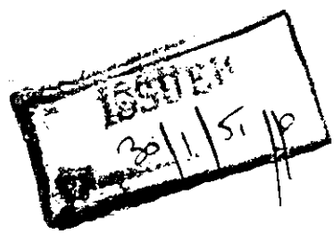
2. In order to remove doubts, I am to state that in the personal discussion which you had with the Honourable Minister then in charge of Public Works Department, Bombay, in 1949 no definite offer was made for payment of ex gratia compensation to you, although there was a general discussion regarding the expenses said to have been incurred by you.

3. The Government of Bombay is anxious to provide water supply for the Belgaum Municipal area, to encourage irrigation and production of sugar and also to assist in the development of a Bauxite refinery, in accordance with its own policy and the policy of the Central Government. The Honourable Minister, Public Works Department would accordingly be glad to have an early opportunity of discussing with you the question ~~of~~ if any - and if so to what extent - assistance, financial, technical and other, could be rendered by you in promoting these objects

objects, without departing from the usual policy practice of this Government in the grant of irrigation facilities to sugar factories and other facilities to industry.

Yours faithfully,

Secy to G. of Bby PWD.



2.67

81 86/36/8113

I.B.(II)

P.W.D.

Submitted with reference to Secy's note dated.

the 17-1-51.

2. The H.M., P.W.D. and the P.&S.D. have seen the papers. The draft at pp. ante may now issue

27/1/51

27/1/51

D.S.

Secy

Papers may also be shown to Secy. Dev. Dept.

27/1/51 P.T.O.

8 266

Seen, thanks
S/31.1.57

Secy. D.D.

PWD D.B (II)

P.W.D.

~~Urgent for a fortnight more~~
~~with refce to G.d.'s dated the~~
The Colls of Belgaum may be
expedited with refce to G.d. dated the p. 259
2-1-51 and Shri Singhi's reply
to G.d. dated the 27-1-51 may be awaited pp. 263-65

WL
7-2-51

A.A.S.

I think Shri Singhi's reply has been recd.

PNS
7.2.51

269

NARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

February 3, 1951.

The Secretary to the Government of Bombay,
Public Works Department,
Bombay Castle,
BOMBAY-1.

Dear Sir,

RAKASKOP RESERVOIR PROJECT.

Pp. 263-265

I am in receipt of your letter No. 8186/36-I.B.(II) dated 27th/30th January, 1951.

I am surprised that the Government of Bombay has been advised that certain concessions embodied in my Agreement with the Kurundwad State are repugnant to the provisions of the Constitution of India and the letter No. 8186/36-M dated 18th April, 1947 in no way implies the approval of the Government, and in consideration of the circumstances and of the fact that the Agreement is contrary to public policy and the practice of the Government in regard to the construction of water storage reservoirs, and connected matters, the Government has decided that the Agreement should not be accepted or recognised. The advice which I have received on this matter is just the opposite. The Government of Bombay has definite legal commitments on the strength of which I proceeded with the project. The Government cannot extricate itself from the legal responsibility. I am not concerned with whether some concessions in the Agreement are repugnant to the Government and the Agreement is contrary to its public policy and practice.

But before I decide to take to any legal action I would very much like to explore all possible avenues of a peaceful settlement of the tangle by negotiations and personal contacts. I am glad that the Hon'ble Minister now in charge of the Public Works Department wants to discuss with me certain matters connected with the scheme. I shall be glad to go and meet him in his office on the day he will want me. Any day in the first fortnight of March will suit me best. I shall avail of this opportunity to convince him of my legal claims on the project and I have every reason to believe that I shall succeed in doing so.

P.T.O.

The discussions which I had with the Hon'ble Minister in charge of the Department were confirmed by me in my three letters dated 17th May, 1949, 29th June, 1949, and 23rd July, 1949. It is not for the Government of Bombay to repudiate any part or parts of the discussions after such a long time. Could I agree to accept the compensation offered by him at the time, the matter would have been settled long ago.

Awaiting an early reply informing me of the date for discussion suitable to the Hon'ble Minister,

Yours faithfully,

Sardar Singh Singh

9B(11) 6/2

MKB:SD.

181-186
231-233

C. 8186/36
11340

9 B (II)

Memorandum of agreement regarding water storage Reservoirs, Irrigation and Sugar Factory in the Angol Taluka of the Kurundwad Senior State.

- - - - - - - - - -

MEMORANDUM of Agreement made this eleventh day of the Month of October in the year one thousand nine hundred and forty-six between the State Narbhari Kurundwad Senior Darbar, hereinafter referred to as "THE DARBAR" on the one hand, and Mr.Narendrasingh Sinhi, B.Sc., B.L.,A.M.I.E., residing at 48, Gariahat Road, Ballygunge, Calcutta, hereinafter referred to as "THE CONCESSION HOLDER" which expression shall mean and include unless it is repugnant to the context or otherwise expressly excluded, the heirs either at will or law, successors, executors, assigns etc., of the said Narendrasingh Sinhi, on the other hand, in respect of and pertaining to and regarding certain PRIVILEGES,RIGHTS AND CONCESSIONS FOR constructing,establishing,working,maintaining and continuing water Storage Reservoirs,and Irrigation Canals and Water Channels, for bringing the lands mentioned in Schedule hereto under cultivation and for erecting,establishing, working,maintaining and continuing Sugar Factory within the limits of the Angol Taluka of the Kurundwad Senior State in general and as an agreement has been reached between these parties hereto, regarding in particular the several matters NOW THIS MEMORANDUM OF AGREEMENT, therefore, WITNESSETH AS FOLLOWS:-

1. That the CONCESSION HOLDER, in consideration of the PRIVILEGES RIGHTS AND CONCESSIONS reserved for, accorded to and conferred upon him by THE DARBAR under these presents, is permitted to construct, establish, work, maintain and continue water storage Reservoirs - one and water Channels and is permitted to erect, establish at Rakaskop and another near Basurte, and Irrigation canals work, maintain and continue SUGAR FACTORY with all its necessary adjuncts and accompaniments and subsidiary factories such as Power Alcohol Factory, Chemicals Factory, Fertiliser factory etc. working in association or otherwise of the main sugar factory situate in the Angol Taluka of the Kurundwad Senior State. The sales office of the factory shall be situated and maintained in the Angol Taluka of the Kurundwad Senior State. THE CONCESSION HOLDER will nevertheless be at liberty to establish registered office of the Bombay if he may find convenient to do so even outside the State limits.

2.

2. That the PRIVILEGES, RIGHTS and CONCESSIONS herein after detailed shall govern, control and regulate, only the first Sugar Factory with all its adjuncts and accompaniments and other subsidiary factories mentioned above, water storage Reservoirs, Irrigation canals and water channels etc.; started, extended and utilised for the benefit, use and purpose of the said first Sugar Factory and Irrigation Project and Water Supply Scheme and sugarcane cultivation started, established, conducted, worked and maintained by THE CONCESSION HOLDER within the limits of the Angol Taluka of the Kurundwas Senior State.

3. THAT THE CONCESSION HOLDER depends mainly upon Water Supply from the Markandeya River and Bijagarni Nala and Basurte Nala for his Sugar Factory and the Factory crops with water Storage Reservoirs in the valleys of the Markandeya River and Bijagarni and Basurte Nalas by constructing Dams across Banur Nala and the Markandeya River near the village Nakaskop and as the catchment and replenishment area and the same for the storage of this impounded water supply from the Markandeya river partly lie in the adjoining British India Jurisdiction, the Darbar if necessary, will recommend the case to the Govt. of Bombay.

4. That of the lands owned by the Darbar THE DARBAR shall give on lease to the CONCESSION HOLDER; 2740 acres of such Government lands in the villages of (1)Turmuri (2)Sonoli (3)Shinoli-Budruk (4)Surute (5)Dhekoli (6)Boknur (7)Kallehol (8)Bachi (9)Saravali (10)Kudremani (11)Bijagarni (12)Sulge and further 325 acres of land as detailed in the accompanying schedule as required and requisitioned by the CONCESSION HOLDER from time to time, upto the time the concerns of the CONCESSION HOLDER as permitted under this agreement continue to exist in Kurundwad Senior State, for cultivation building and ~~similar~~ similar purposes at a consideration not more than the DARBAR'S Land Revenue assessment (assessment same as rent) fixed on the lands at the time of this agreement for a period of 30 years from 11th October, 1946; after the above period of 30 years has elapsed THE CONCESSION HOLDER undertakes to pay the assessment fixed on the lands from time to time as per settlement rates according to the Bombay Land Revenue Code or any other enactment that will be in force then in the Bombay

Province; the CONCESSION HOLDER will also be at liberty to hold and be in possession of more land or lands by way of lease, mortgage, purchase and other ways of transfer from private parties and for periods settled between the parties provided the lands so obtained are for the use of the sugar factory and allied factories and other concerns of the CONCESSION HOLDER mentioned and alluded to in this agreement. If the mulberry plantation in the state lands at Bijagarni cease to exist for one reason or the other, those lands also will be given to the CONCESSION HOLDER on the same conditions as mentioned above.

5. That the Darbar shall exempt the CONCESSION HOLDER from the payment of non-agricultural cesses and assessment in respect of the piece or pieces of land or lands reserved for and put by the CONCESSION HOLDER for non-agricultural uses such as structures of all kinds whether permanent or temporary, water storage, reservoirs, canals, water channels, pipes, tanks, wells, gardens, playgrounds, open air spaces, pits, ways and bye-ways of all kinds and descriptions etc.

6. That the Darbar shall exempt the CONCESSION HOLDER from any water rate or other tax or liability, already existing or to be levied hereafter, for the water taken carried away, used or sold by the CONCESSION HOLDER by pumping gravitation or in any other way from the water thus impounded and stored in water storage reservoirs and carried by Canals and water channels.

7. That the Concession holder shall pay income tax at the full rates laid down in the state Income Tax act which, it is understood, will be based on the results of the discussions between the Central Govt., Political adviser and his Highness the Chancellor of the Chamber of Princes subject to the relief in accordance with rules prescribed by the Govt.of India from time to time in respect of double taxation. The Concession holder shall pay the Darbar Excise duties at rates equivalent to those prevailing in British India, and the Darbar will not refund any share of these duties to the Concession holder.

8. That the CONCESSION HOLDER shall be at liberty to grow himself or through other agencies of his choice, sugar-cane of all or any variety, other allied, allied or similar crop or crops

other short term crops in between two consecutive sugarcane plantations and trees, plants, shrubs, etc., on all lands vested in and possessed by the CONCESSION HOLDER by virtue of acquisition and other ways of transfer as per clauses 4 and 11.

9. That in case the Darbar receives, or is apprised of any other scheme or proposal, for the construction of water Storage reservoirs, Irrigation canals or water channels or pick up weirs and tanks in angol Taluka, the Darbar shall call upon THE CONCESSION HOLDER and give and accord to him the first option of examining and adopting such scheme or schemes and proposals or proposals on the terms and privileges with the rights and concessions asked for by the proposer or proposers and proposed to be agreed to by the Darbar and with the right and liberty to adopt the same for himself, the Darbar shall not proceed or take any further action in the matter unless and until THE CONCESSION HOLDER has definitely informed THE Darbar of his decision, within 6 months from the date of intimation to him by the Darbar, either to adopt or not such a scheme or proposal sent by the Darbar to him for his examination, this clause will not apply to the Darbar in respect of any other water reservoir and Irrigation scheme or schemes undertaken by themselves. In case the Darbar take up any such scheme or schemes as their own, there will not be any competition with the CONCESSION HOLDER so far as the water rates are concerned, except the same for Mulberry plantation.

10. That THE Darbar shall reserve for and hereby grant the CONCESSION HOLDER the sole right and privilege to manufacture sugar with all its bye-products such as Power alcohol, Chemicals, Fertilisers etc., in the angol Taluka, and similar right and privilege to trade in or dispose of all such manufactured and prepared products and goods.

11. That the CONCESSION HOLDER shall in the first instance procure and possess lands necessary and required for the purpose of water storage Reservoirs, Irrigation canals and water channels, water-ways roads of all kinds, bridges, causeways, structures of all kinds permanent or temporary for the factory

building, store house, Godowns, office, and residential purposes, clubs, recreation Grounds, open air spaces, wells, tanks, sinks, drainage etc., etc., if held by private parties wholly or in part, in case the CONCESSION HOLDER is unseccessful or unable for any cause or reason what-so-ever, to secure all or a sufficient land or lands to meet his requirements, The Darbar will acquire for grant to and confer upon the CONCESSION HOLDER the necessary land or lands under the Land acquisition act or similar enactment or enactments that will be in force in the Aurundwad Senior State at the Concession Holder's cost.

12. That the CONCESSION HOLDER shall be exempted from the application of the provisions of revenue laws, rules and regulations and orders or other provisions having the force of law with respect to the preservation and maintenance of boundary mark of different pieces of lands or lands indicating whole survey number or numbers and sub numbers assigned by the Survey Department, of all lands vested in secured or possessed by the CONCESSION HOLDER under these presents or special agreements. Nevertheless when relinquishing or delivering back possession of such lands, the CONCESSION HOLDER shall at his cost, restore the pre-existing boundary marks.

13. That the CONCESSION HOLDER, if he desires to construct or establish power house or houses with any number of sub-stations for generating and utilising electric energy or to bring or carry electrical energy into the State limits by means of overhead wires or underground cables from outside the State limits, may establish or cause to be established subject to the provision of the Electricity act, electric Power house or houses with transmission lines and sub-stations, and telegraphs, telephone or wireless service connections for his business purposes including sale of energy for irrigation purposes and he shall be exempt from any taxes or pecuniary liabilities to the Darbar in this respect, the provisions of this clause shall apply only to electricity required for the entire concerns of the CONCESSION HOLDER mentioned in this agreement and for irrigation purposes.

14. That THE CONCESSION HOLDER is at liberty and has the right and privilege under these presents to ~~xxx~~ utilise, and

and distribute the impounded water for drinking, irrigation, industries, generation of power and various other diverse purposes to private individuals and institutions, and administrations both within the Kurundwad Senior State and outside by canals, water channels, pipes or other such contrivances & the Darbar will not compel THE CONCESSION HOLDER to sell or supply water to anbody if the CONCESSION HOLDER does not desire to do so; the rates for water thus given, distributed and sold to and utilised by the Kurundwad Senior State subjects are to be settled mutually between the Darbar and the CONCESSION HOLDER subject to the minimum water rate for sugarcane cultivation per acre being not less than Rs.80/- per year for total watering of 72 acre inches.

15. That the subjects of THE DARBAR shall be entitled to have a prior claim on services in the entire concerns within the State limits established by the Concession holder. Such a person, candidate or applicant must however be in the opinion of the CONCESSION HOLDER fully qualified and competent to hold the post and do his duties properly, diligently and honestly; notwithstanding this condition the CONCESSION HOLDER may nevertheless claim an exemption from this clause till the Factory is established and is self-supporting.

16. That the CONCESSION HOLDER shall manufacture sugar within sixty calendar months either from the date of this agreement, or after the Darbar fulfil, their obligations under clauses 4 and 11 of this agreement whichever date is later. In case of any unforseen event not within the power or under the control of the CONCESSION HOLDER, the parties will be at liberty to extend the time stipulated by this condition.

17. That THE DARBAR will not interfere with the internal management and administration of any of the concerns of the CONCESSION HOLDER contemplated in this agreement. However, the CONCESSION HOLDER will give all reasonable facilities to the State Excise and Factory Inspectorate staff and other Darbar officials to carry out their lawful duties in the concession

older's premises

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18. That the CONCESSION HOLDER WILL be at liberty to advance loans to cultivators and growers of sugarcane at a reasonable rate of interest, subject to the provisions of the Law prevailing in the State if any.

19. That the Darbar shall exempt the CONCESSION HOLDER from levy of Municipal octroi on the goods, stores, plant and machinery spare parts and all material of various kinds meant, obtained and employed by the CONCESSION HOLDER for the use and purpose of his entire concerns contemplated in this agreement, in the Ankoi Taluka for a period of 5 years, beginning from 11th October 1946; the Darbar charge no customs duties at present and none will be levied on the CONCESSION HOLDER in future.

20. That the privileges, rights and concessions under these presents thus proposed to be granted to the CONCESSION HOLDER and hereby expressly conferred upon him shall not be transferable by him by sale to or in favour of any other person or persons or company or Companies without the previous sanction of the Darbar and such sanction shall not be withheld except for a reasonable cause.

21. That the parties will be at liberty to annul, change, alter, modify or enlarge any stipulations, term or condition contained in these presents with mutual consent of both the parties and in such manner and to such extent, as may from time to time be agreed upon between the parties.

22. That if any question, difference or dispute arises between the parties to these presents, their agents, servants or representatives or between one of the parties hereto, and the agents servants and representatives of the other party hereto, touching the interpretation, enforcement enjoyment of any term or terms, clause or clauses and condition or conditions contained in these presents or the construction of any stipulation or any matter or thing, touching or connected with this Memorandum of Agreement and the rights and liabilities of either party, the same shall be referred to a single arbitrator namely the Resident for Kolhapur and the Deccan States, or his nominee and his decision will be final.

23. That THE CONCESSION HOLDER shall be entitled to

remove any part of his estate, chattle and effects outside the state boundaries without any obstruction, impediment or hindrance on the part of the Darbar so long as the CONCESSION HOLDER Owes no dues to the DARBAR.

24. That these presents shall be in force prepetually so lon, as any of the concerns of the CONCESSION HOLDER existing as under this agreement continue to do so.

25. That in case the concession HOLDER notwithstanding all the facilities available and inspite of the consessions in clauses 16 and 21 covered by this agreement does not work out and start the Sugar Factory, the Darbar will be at liberty to cancel this agreement after giving six months' notice to this effect to the CONCESSION HOLDER.

26. That the Land Revenue Assessment on such lands that are submerged under the water reservoir by the CONCESSION HOLDER will be paid by the Concession Holder to the Darbar every revenue year.

27. That whatever area falls under the canals, water channels and any other area that will be rendered uncultivable owing to the seepage of water from the canal or by any other cause that will directly or indirectly emanate from the Sugar Factory so as to cause loss in land revenue assessment to the Darbar the CONCESSION HOLDER will be bound to pay the amount of the revenue thus lost to the Darbar every year and the lands for which such a loss of revenue is recovered, will be given by the Darbar to the CONCESSION HOLDER at the latter's cost.

28. That if and when the entire concerns of the concession Holder under this agreement cease to exist, the Darbar will have the first option to take over all or any of the immoveable permanent structures and such other permanent structures as dams, bunds, canals and others utilised for irrigation etc. that the CONCESSION HOLDER may construct or cause to have constructed in the Anjol Taluka at the then market ~~price~~ price.

29. That the DARBAR shall be pleased to lend and extend their active and moral support to the CONCESSION HOLDER in

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all matters connected with these presents and in particular to grant their support in securing and transporting on high priority indigenous plants, machinery, materials directly from the Suppliers or the Indian Stores Department and also in importing plant, machinery and materials from the United Kingdom or from abroad.

30. That the CONCESSION HOLDER is permitted to float Company or companies within or outside the State for the purposes of carrying out entire concerns contemplated in this agreement.

31. That these presents and the Memorandum of agreement sanctioned by Shrimant Meherban Rajasaheb per his office Order No. 475 dated 27/7/1946 and the concurrence of His Excellency the Crown Representative for which has been communicated to the Concession Holder by the State Karbhari per his office No.2335/1946 dated 14th August 1946, is hereby executed in duplicate, each party retaining one copy which will be deemed to be complete by itself.

IN WITNESS WHEREOF signed, executed and delivered with the official seal of the Kurundwad Senior Darbar by B.S.Koimattur, B.A.,LL.B., State Karbhari, Kurundwad Senior State, for and on behalf of the Kurundwad Senior Darbar, at Kurundwad on Eleventh day of the month of October, one thousand nine hundred and forty six.

B.S.Koimattur.

In the presence of

1. Trimbak Ramchandra Bhat.

2. Tatya Bhau Chivate.

Signed, executed and delivered by Mr.Narendrasingh Singhi the CONCESSION HOLDER AT KURUNDWAD ON the ELEVENTH day of the month of October, one thousand nine hundred and forty six.

Narendra Singh Singhi.

In the presence of
1. Trimbak Ramchandra Bhat.
2. Tatya Bhau Chivate.

I do hereby declare on oath:-

My name is Narendrasingh Singhi aged 37 years, Caste Jain Oswal, residing at 48 Gariahat Road, Bally gunge, Calcutta. This deed has been executed by me.

The executant is identified by the undersigned District Registrar, Kurundwad Senior State.

Today the 11th day of October 1946.

Sd/- Narendra Singh Singhi.

Sd/- S.S.Koimattur,
District Registrar,
Kurundwad Senior State.

This document is registered in Supplementary Volume No.1 of the Book No.1 at page 3 to the Serial No.2 on 12th October 1946.

Sd/-
District Registrar,
Kurundwad Senior.

Letter

To

The Deputy Secretary to the Government of Bombay,
Public Works Department, Bombay No.1.

Subject:-Rakaskop Reservoir Scheme in
Belgaum District.

Reference:-Your letter No.8186/36-I.B.(II)
dated 2/1/1951.

No.VLT/135/Rakaskop. Belgaum, 10 /2/1951.

I enclose a copy of the agreement entered into by Shri Narendra Singh Shinghi of Calcutta with the Kurundwad State (Senior) on 11/10/1946, which contains the details and conditions of the lease of land given to Shri.Shinghi by the former Kurundwad Durbar and also of the lease of water rights of the nala.

O.C. signed by the P.A.

4CC/10-2

For Collector and Chairman,
D.R.D.Board,Belgaum.

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8186/36

14246

283 8186/36

J.B.(II) P.W.D. 11340

Submitted with refce to G.L. dated 26-2-51 the 27-1-51 addressed to Shri Singhi.

2 Shri Singhi has replied that the Bombay Govt has definite legal commitments, on the strength of which he proceeded with the Rakaskop Project. Before deciding to take any legal action, he wishes to discuss the case with the H.M. any day in the first fortnight of March. The minutes of the meetings Shri Singhi or his representatives had with the Hon. Dr Gadgil in connection with this case referred to in his present letter are at pp. 181-188 & 231-32 of file 8186/36 II below. The G. of I. letter dated the 2-12-50 explains how this Govt is not legally liable in any way to Shri Singhi. The H.M. will kindly fix the date and time for meeting Shri Singhi. The case has already been exhaustively dealt with and Office has no further remarks to offer. (The Collr of Belgaum's reply to G.L. dated the 2-1-51 is awaited and will now be expedited for)

P. 245-49

Letter Received

P. 259

pp. 1

Jm 12/57

13-2-51

K/13/2/51

D.S.

Secy

H.M. P.W.D.

At 12-30 pm in the [illegible]

As may suit Shri Shiv Rao's convenience
He may be asked whether he
would like him better. The interview
may be for the purpose mentioned in
para 3 of the Secretary's letter, dated
the 27th January 1951 (pp 263 to 265).

JNH 14/2/51

Resubmitted with a draft letter
which may issue.

2. The Collis reply mentioned
overpage has since been received
and will be dealt with later.

YM
16-2-51

D.S.

14/2/51

No. 8186/36/I&L.16(II) : 85 P.W.D.,
B.C., (Bombay No. 1)
17th Feb. 1951

To

Shri Narendra Singh Sanghi
M.Sc., B.L., M.L.A.
Sanghi Park, Ballygunge,
Calcutta

Subject:- Rakaskop Reservoir Project.

Dear Sir,

With refce to your letter dated the 3-2-51, I am directed to ~~state~~ ~~that~~ request you to meet the H.M., P.W.D., in his office in the P.W.D. Secretariat at 12:30 P.M. either on the 7th or 8th March as may suit your convenience. I am to enquire which date would

suit you better. The interview would be for the purpose mentioned in para 3 of G.L.No. 8186/36 A.B.(II), dated the 27-1-51.

Yours affly.

D.A. nil

A.A.S.

16-2-51

ISSUED on 19/2/51

No. 8186/36 III I.B(II). 275 P.W.D.,
B.C. (Bombay No. 1)
22nd Feb 1951.

To

Shri Narendra Singh Singhi
M.Sc., B.L., M.L.A.
Singhi Park, Ballygunge,
Calcutta

Subject:- Rakaskop Reservoir Project

Dear Sir,

In continuation of G.L. No. 8186/36 III I.B(II) dated the 17-2-51, I am directed to request you to meet the H.M. P.W.D. at 12-30 P.M. either on the 8th or 9th March (and not on the 7th or 8th March as intimated in G.L. dated the 17-2-51)

as may suit your convenience. I am to enquire which date would suit you better.

Yours ffly.
A.A.S.

D.A. Hl

VH
22-2-51

---

Resubmitted with the above draft letter as verbally instructed by the D.S. It may issue at once.

ISSUED
22/2

VH
22-2-51

Issue at once A.A.S.
22/2.

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NARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

25th February, 1951.

Sri R.N.Pandya,
Assistant Secretary to the
Government of Bombay,
Public Works Department.

Dear Sir,

Sub: Rakaskop Reservoir Project.

I write to acknowledge receipt of your letter No. 8186/36/III - I.B. (II), dated 17.2.51. 8th of March, 1951, will be convenient for me to meet the Honourable Minister, Public Works Department, Bombay.

Kindly arrange accordingly.

Yours faithfully,

Narendra Singh Singhi

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9 17(11)
28/2

P. W. D.
File No. 8186/36
Serial No. 18639

P.W.D. 18637

J.B.(II)

Shri Narendra Singh Singhi is going to meet the H.M. on the 8th inst. at 12-30 P.M. in con. with this case, which is submitted for reference at the time of the meeting.

2. In G.L. P.W.D. dated the 2-1-51, the Collector of Belgaum was asked to furnished the details and conditions of the lease of about 30.46 acres of land given by the Kurundwad State to Shri Singhi and also of the lease of water rights of a nala. The Coll. has forwarded a copy of the agreement entered into between the Kurundwad State and Shri Singhi, which furnishes the inform required in clauses 3-6 thereof at pp. 272-273 ante.

3-3-51

3/3/51

5/3/51

D.S.

Sec

H.M. P.W.D.

5/3

Shri Singhi and Shri Bagahi met the H.M., P.W.D., on the 8-3-51, when Shri Prabhu, P.S. to H.M., the Secy. and the Dy. Secy. were also present.

2. Shri Singhi first explained in brief his scheme, the troubles he has undergone in working it out, and desired that he may be allowed to proceed with the scheme. He tried to ~~impress~~ stress that the Bombay Govt. was also a party to the arrangement which he has entered into with the ex-Kurundwad State.

3. H.M., however, explained that the Bombay Govt. was interested only in water supply to Belgaum and to that extent wanted to take advantage of the scheme, but it had never agreed to the concessions given by the ex-Kurundwad State to Shri Singhi for this scheme and that the Bombay Govt. is neither legally nor morally bound to honour the agreement entered into with the ex-Kurundwad State. The H.M. added that, although many of the agreements entered into by the ex-State Rulers have been honoured by the Bombay Govt., some of them had to be repudiated since they were found against public interest. In the present scheme, proprietory right over the water in the reservoir would be of Shri Singhi and as this is against the policy of the Bombay Govt., it cannot be accepted.

4. It was then suggested to Shri Singhi that he might construct the reservoir and treat the expenditure as on loan at 3% to Govt. Shri Singhi then enquired as to what concessions which he was to get under the agreement with the ex-Kurundwad State would be still extended to him. The agrement was hurriedly gone over, ~~into~~ and Shri Singhi was informed as to which of the concessions cannot be granted now ~~and~~ that he will be charged reasonable rate for water for the lift irrigation and would be allowed to establish a sugar

factory, subject to Govt. of India's permission.

5. Shri Singhi, however, said that it will be very difficult for him to raise this large amount of loan, and as a number of concessions would be withdrawn, he was not inclined to agree to the suggestion that he should advance loan to Govt. for this Project. He, therefore, desired that the matter may be settled by paying him the compensation, as was promised by the Hon. Dr. Gilder previously and that an Arbitrator may be appointed to go into the details of expenses incurred by him, if necessary.

6. The H.M., however, told him that no such promise was made by the Hon. Dr. Gilder, and since the Govt. of Bombay is not morally or legally bound to honour the agreement, Govt. cannot agree to arbitration and that, if at all compensation has to be paid, it will be only ex-gratia. Without prejudice to the final decision, H.M. said that he would agree to recommend to the H.M., F.D. and the H.C.M. to pay a sum equivalent to half his proved & audited expenses, (this would be about Rs. 1.75 lakhs i.e., half of the expenses of Rs. 3.5 lakhs said to have been incurred by Shri Singhi), as compensation and that half the remaining loss should be borne by Shri Singhi. Shri Singhi thought that he should be paid the whole expenses plus some addl. amount, as solatium sum Govt. would be saving a large amount required if the scheme were to be surveyed and prepared afresh by the Govt. It was made clear to him that the case would be defended by Govt. if it is taken by Shri Singhi to the Court of Law.

C

D

7. The meeting concluded after H.M. informed Shri Singhi to consider all the aspects carefully and write to us.

9/3/51

Has Shri S been asked as to when he is likely to send his letter? Please draw up a draft

DRN. 9.3.51.

9/3/51

10/3/51

Seen

H.M

J.B.(II) 295 8186/36

P.W.D. 18639

Resubmitted.

2 Reply to the Secy's query on the margin of the preceding page is in the negative. A further communication from Shri Singh may be awaited with

Refer to para 7 p. 294

W.M. 16-3-51

17.

Secy

17 5/3/51

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ENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

REGISTERED WITH A/D.

March 17, 1951.

The Hon'ble The Minister-in-charge of
Public Works Department,
Government of Bombay,
BOMBAY.

Dear Sir,

RAKASKOP RESERVOIR PROJECT.

As desired in letter No. 8186/36-I.B.(II) dated 27/30.1.51 from the Secretary to the Government of Bombay, Public Works Department I interviewed you in your office on 8th March, 1951 by appointment. Mr. Bedekar, Mr. Joglekar and your Parliamentary Secretary were with you. I write to confirm the discussions which you had with me, as below.

You said that it was not possible for you to honour the Kurundwad Agreement, but in consideration of the fact that the project has developed to a stage when work should start and the Government of Bombay are interested in the project, you suggested that I should erect the reservoir as per the plans, designs and estimates prepared by me for the Government, financing the entire cost by loan given to the Government of Bombay at 3% interest to be paid back to me within a specified period to be settled between the Government and myself. Supply of water to me after meeting the needs of the Belgaum Municipality as arranged in the tripartite agreement made on 26th January, 1945 at Kolhapur between the Kurundwad Durbar, the Government of Bombay and myself from the reservoir when erected will be assured to me at the prevailing Government rate in the area, the only concession in my case being that the rate might not be changed for 25 to 30 years. You then went through the Kurundwad Agreement clause by clause remarking which of the clauses you could agree to and which you could not. You also said that as the reservoir would be owned by the Government, you must make some provision of supply of water to the neighbouring cultivators for purposes of irrigation. To this proposal I told you that with the commitments made by the Governments of Bombay and of India in the development of this

P.T.O.

Sub A
file 8186/36
p. 159 I

project I was entitled to getting the work order from you as promised in the Government of Bombay's letter No.8186/36.M dated 18th April, 1947 which was dependent only on the satisfactory results of the soil tests which the Government was doing. Besides, the proposal now put forward by you was not sound from the business point of view, and I could not agree to your proposal.

Then the question of my withdrawing from the scheme by taking compensation for the works so far done by me arose. You said that the Government of India, States Ministry, recommended that I should get my actual costs, but since the value of the lands given to me by the Kurundwad Durbar was Rupees Three lakhs and the amount of my expens roughly given to the Hon'ble Dr. Gilder in a previous discussion with him was about Rupees Four lakhs, I might be given a compensation of Rupees One lakh deducting the value of the lands. You then discussed about the present value of the lands given to me and were satisfied that unless lift irrigation arrangements could be made and the soil improved, the lands would not fetch any value. And on this you asked me to accept 50% of the expenses actually made by me so far and come out of the scheme. To my pointing out that the Hon'ble Dr. Gilder proposed to pay me the actual expenses and some compensation and the Government of India, as told by you, hinted payment of actual expenses, you said that you did not feel like that. Your argument was that as a man in business I should agree to lose 50% of my expenses as a loss in speculation. You also said that the loss thus sustained would be some gain in disguise as giving me considerable relief in payment of income-tax. I could not agree.

After this I suggested that this dispute initiated by the Government for no fault of mine should go to arbitration and the decision should be binding on both the Government of Bombay and myself. You could not agree.

The negotiation for settlement of the dispute thus fell through. You, however, asked me to communicate to you my reaction on your proposals and I came back to Calcutta.

I have stated above the talks which you had. I have to repeat that I cannot agree to either of the proposals made by you, but I want to make it clear that I do not wish to consider the negotiation as closed. I have not the slightest doubt that I have a very strong case against the Government of Bombay, and the court of law, if approached, will decide in my favour. But before I actually place my papers with lawyers for actions against the Government,

P.T.O.

NARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA



I am prepared to have further discussions with you if you can offer me your terms for compromise with actual expenses and reasonable compensation. This offer is, of course, without prejudice to my legal claims.

I shall thank you to send me an immediate reply intimating your views.

Let me take this opportunity of mentioning that during the discussions you were all through cordial and good to me. I thank you for this.

Yours faithfully,

Narendra Singh Singhi

300

EBE
243.

P. W. D.
File No. 8186/36
Serial No. 25486.

9 (2)
22-3-57.

8186/36

I.B.(II) P.W.D. 25486

. Submitted for orders.

VH
26-3-51

KP 26/3/51

D.S.
Secy
H.M.&P.W.D.

ack. at once.

a draft reply pt. contradicting Shri S's wrong statements & giving the correct version :— eg.

a - p. 293 — The proposition is for Govt to advance a loan to for. for const. of reservoir by Govt & not by Shri S. (vide A, p. 293).

b — ~~Not~~ The Govt Secretary has no comments, noted or kept in his office. (see B on p. 293)

c — is wrong. (vide C p. 294)

d — vide D p 294

e — extracts fr. pp 293-294 be given

The reply will have to be shown to H.M.

VH 27/3/51

Resubmitted

2 The draft acknowledgment may first issue. The case will then be resubmitted with refee to the Secy's note above.

D.S. VH 27-3-51 KP 27/3/51

No. 8186/36 J. & S. (II).

P.W.T.;
B.C.; (Bombay No. 1)
28th March 1951.

To

Shri Narendra Singh Singhi
M.Sc., B.L., M.L.A.
Singhi Park,
Ballygunge, Calcutta

Subject:- Kakaskop Reservoir Project

Sir,

I am directed to acknowledge the receipt of your letter dated the 17-3-51 addressed to the H.M., P.W.D., and to state that it is receiving attention.

Yours faithfully,
J.A.S.

P.A. Nil
Issued
29/3

VRI
27-3-51

Issue upto
2713

8186
25 P.W.

I.B(II)

Resubmitted with refce to the Secy's note dated the 27-3-51 and with a draft letter to Shri Singh for approval. The R.L.A. may see and may be requested to return the case urgently.

YBL
2-4-51

HJ 3/4/51

D.S.
Secy

3/4/51

Very urgent
Confidential

U.O. to R.L.A. (with all A
dated 4-4-51
Final U.O. (20-4-51)

4/4

An account of the discussions the Honourable Minister, Public Works Department, had with Shri Narendra Singh Singhi on the 8th March 1951 in connection with the Rakaskop Reservoir Project.

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Extract detailing what the Honourable Minister said at the meeting.

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The Honourable Minister explained that the Bombay Government was interested only in water supply to Belgaum and to that extent wanted to take advantage of the scheme, but they had never agreed to the concessions given by the Kurundwad State to Shri Singhi for the scheme, and that the Bombay Government was neither legally nor morally bound by the agreement entered into by him with the Durbar. The Honourable Minister added that although many of the agreement entered into by the ex-State Rulers had been recognised by the Bombay Government, some of them had to be repudiated since they were found to be against public interest. In the present scheme, proprietory right over the water in the reservoir would be of Shri Singhi and as this was against the policy of Government, it could not be accepted.

2. It was then suggested to Shri Singhi that he might construct the reservoir through the Public Works Department and treat the expenditure as a loan at 3 per cent. to Government. Shri Singhi enquired as to what concessions which he was to get under the agreement with the Kurundwad State would be still extended to him. The agreement was hurriedly gone over and Shri Singhi was informed as to which of the concessi-s could not be granted now, that he would be charged reasonable rate for water for the lift irrigation and would be allowed to establish a sugar factory, subject to the Government of India's permission.

3. Shri Singhi was not inclined to agree to the suggestio that he should advance loan to Government for the project and desired that the matter might be settled by paying him the compensation, as was promised by the Honourable Dr. Gilder previously, and that an arbitrator might be appointed to go into the details of expenses incurred by him; if necessary. The Honourable Minister however told him that no such promise was made by the Honourable Dr. Gilder, and since the Governme

of .....

of Bombay was not morally or legally bound to honour the agreement entered into by him with the Kurundwad State, Government could not agree to arbitration and that if at all compensation was to be paid, it would be only ex-gratia. Without prejudice to the final decision, the H. M. said that he would agree to recommend the payment of a sum equivalent to half his proved and audited expenses as compensation and that half the remaining loss should be borne by Shri Singhi. This amount of compensation would be about Rs 1·75 lakhs i.e. half of the expenditure of Rs 3·5 lakhs said to have been incurred by him on the scheme.

4. It was made clear to Shri Singhi that the case would be defended by Government, if it were taken by him to the Court of Law.

YKL
2-4-51

3
CKN
2/4/51.

No. 8186/36-I.B.(II).

P. W. Deptt.,
B. C. (B'bay No.1),
April 1951.

To

Shri Narendra Singh Singhi, M.Sc., B.L., M.L.A.,
Singhi Park, Ballygunge,
Calcutta.

Subject:- Rakaskop Reservoir Project.

---

Sir,

PS 297-299

With refce. to your letter. dt. the 17.3.51 purport addressed to the H.M., P.W.D., confirming the discussions you had with him on the 8.3.51 in con. with the Rakaskop Reservoir Project, I am directed to ~~inform you~~ point out that the ~~account of~~ matter was discussed with you on a clear understanding that the discussions ~~as given therein is incorrect and the claims made by you are untenable as explained below~~ would be entirely without prejudice to the rights and contentions of Govt. and only for ascertaining the correctness of your claim and for examining the possibility of its settlement. I am further + directed to state your letter under reference does not record the discussions particularly with regard to the matters referred to below.

2. It is stated in your letter that the H.M. suggested that you should erect the reservoir as per the plans, designs and estimates prepared by you for Govt., financing the entire cost by loan given to Govt. at 3 per cent. This statement is entirely incorrect. ~~What was proposed was the advance of a loan by you for the construction of the reservoir by Govt. and not by you. It was~~ suggested ~~to you~~ that you ~~might~~ may if you so desire construct the reservoir through the P.W.D. and treat the expenditure as a loan to Govt. at 3 per cent. ~~to Govt.~~ per annum.

3. The claim put forth in your letter that with the commitments made by the Govts. of Bombay and India in the development of the project, you are entitled to getting the work order from Govt. is absolutely untenable, As pointed out to you at ~~your~~ the same meeting ~~with the H.M., when it was made clear that~~ Bombay Govt. had never agreed to the concessions given to you by the Kurundwad State for the scheme and were neither legally nor morally bound ~~to honour~~ by the agreement entered into by you with the Durbar.

4. It is stated in your letter that the H.M. said that the G. of I., ~~States Ministry~~ Ministry of States, had recommended that you should get your actual costs but since the value of the lands given to you by the Kurundwad Durbar was Rs.3 lakhs and the amount of your expenditure roughly given to the

Hon. .....

Hon. Dr. Gilder in a previous discussion with him was about Rs.4 lakhs, the H.M. suggested that you might be given a compensation of Rs.1 lakh after deducting the value of the lands. These statements are again incorrect, as also the statement that the Hon. Dr. Gilder had proposed to pay you the actual expenses ~~and~~ plus a certain sum. as ~~some~~ compensation. It was explained to you at the meeting that no such promise was made by the Hon. Dr. Gilder, and that since Govt. were not morally or legally bound [to honour] your agreement with the Durbar, if [~~compensation~~] was to be [~~paid~~] to you ~~at all~~, it would be only ex-gratia. Without prejudice to the final decision, the H.M. told you that he would [~~agree to~~] recommend the payment [~~as compensation~~] of a sum equivalent to half the proved and audited expenditure incurred by you on the scheme, ~~half~~ the remaining ~~loss~~ ~~being~~ borne by you. ~~This~~ amount of compensation would be about Rs.1.75 lakhs ~~i.e.~~ ~~half of~~ the expenditure ~~of~~ Rs. 3.5 lakhs ~~said~~ to have been incurred by you on the scheme.

6. [~~With regard to~~] Your assertion that you have a very strong case against Govt. and that the Court of Law, if approached, would decide in your favour, [~~it has already been made explicit to you at the meeting that~~] the case would be defended by Govt. if [~~it were~~] taken by you to the ~~Court~~ Court.

6.5 As regards your request for a reply intimating the H.M.'s views, I ~~am~~ to point out that [~~those were already conveyed to you during~~] discussions at the meeting [~~and are again detailed in the accompanying extract giving~~] an account of what the H.M. said at the meeting.

7. [~~I am to request that in the light of the position explained above~~] a final reply may please be given in [~~regard to~~] the proposals envisaged in the accompanying extract.

Yours faithfully,

Secy.

D.A.- Extract refd. to.

CKW
2/4/51.

2-4-51

Office of the R.L.A.

It is desirable to make it clear that the discussion held at the meeting with H.M., were without prejudice to the rights and contentions of Government, that is, on condition that in case the matter is taken to the court, no evidence of it should be given (see section 23 of the Indian Evidence Act). A revised draft letter is put up accordingly.

8186/36.
30704

J.R. Dhumale
Remembrancer of Legal Affairs.

U.R. to P.W.D. No. 5521 dated the 6th April 1951.

6/4/51.
DKS/5.

312

I.B.(II). P.W.D.

The revised draft letter put up by the R.D.A. may issue, if approved.

7-4-51

9/4/52

10/4/52

11/4/52

D.S.
Secy.

D.S.
10/4

W.M.

IV - 313

No.8186/36-I.B.(II). P.W.Deptt.,
B.C., (Bombay No.1),
12th April 1951.

To

Shri Narendra Singh Singhi, M.Sc., B.L., M.L.A.,
Singhi Park, Ballygunge,
Calcutta.

Subject: Rakaskop Reservoir Project.

Sir,

With reference to your letter dated the 17-3-51 addressed to the H.M., P.W.D., in which you purport to confirm the discussions you had with him on the 8.3.51 in connection with the Rakaskop Reservoir Project, I am directed to point out that the matter was discussed with you on a clear understanding that the discussions would be entirely without prejudice to the rights and contentio of Govt. and only for ascertaining the correctness of you claim and for exploring the possibility of its settlement. I am further directed to state that your letter under reference does not correctly record the discussions particularly with regard to the matters referred to below.

2. It is stated in your letter that the H.M. suggeste that you should erect the reservoir as per the plans, designs and estimates prepared by you for Govt., financin the entire cost by loan given to Govt. at 3 per cent. This statement is entirely incorrect. What was suggested was that you may, if you so desire, construct the reservoir through the P.W.D. and treat the expenditure as a loan to Govt. at 3 per cent. per annum.

3. The claim put forth in your letter that, with the commitments made by the Govts. of Bombay and India in the development of the project, you are entitled to getting the work order from Govt. is absolutely untenable. As pointed out to you at the said meeting, Bombay Govt. had never agreed to the concessions given to you by the Kurundwad State for the scheme and were neither legally nor morally bound by the agreement entered into by you with the Durbar.

4...

4. It is stated in your letter that the H.M. said that the G. of I. in the Ministry of States had recommended that you should get your actual costs but since the value of the lands given to you by the Kurundwad Durbar was Rs.3 lakhs and the amount of your expenditure roughly given to the Hon.Dr.Gilder in a previous discussion with him was about Rs.4 lakhs, the H.M. suggested that you might be given a compensation of Rs.1 lakh after deducting the value of the lands. These statements are again incorrect, as also the statement that the Hon.Dr. Gilder had proposed to pay you the actual expenses plus a certain sum as compensation. It was explained to you at the meeting that no such promise was made by the Hon.Dr.Gilder, and that since Govt. were not morally or legally bound by your agreement with the Durbar, if any payment were at all to be made to you, it would be only ex-gratia. Without prejudice to the final decision of Govt., the H.M. told you that he would recommend the payment of a sum equivalent to half the proved and audited expenditure incurred by you on the scheme, the remaining half being borne by you as loss. It is estimated that this amount of compensation would be about Rs. 1.75 lakhs if the expenditure alleged to have been incurred by you on the scheme actually turns out to be Rs.3.5 lakhs.

5. As regards your request for a reply intimating the H.M's views, I am once again to point out that whatever discussions have already taken place at the said meeting have taken place without prejudice to the rights and contentions of Govt. and subject to the same condition I am to enclose herewith a true and correct account of what the H.M. said at the meeting.

6. Your assertion that you have a very strong case against Govt. and that the Court of Law, if approached, would decide in your favour does not impress Govt. in the least. Govt. have been advised to the contrary and the case if taken by you to the Court would be defended by Govt.

7. If you desire to carry on the negotiations any further they should be carried on without prejudice and a final reply may please be given in the light of the proposals envisaged in the accompanying extract.

Yours faithfully,

Ff. 307-308

Ff. 307-308

Shri N.V. 12/4

Issued with D.O. Ltr. No. 6/4/5

11/4 12

Ff. 307-3

D.A. Extract referred

315

Registered with Acknowledgement Due.

NARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

April 23, 1951.

The Secretary to the Government of Bombay,
Public Works Department,
Bombay Castle,
Bombay 1.

Dear Sir,

RAKASKOP RESERVOIR PROJECT

I have received your letter No.8186/36-IV-I.B.(II) dated 12th April 1951. I thank you for it.

I am glad that the Honourable Minister has virtually accepted my unquestionable position with the Government of Bombay and the Government of India in the matter of the above project. The Governments made commitments in writing. With the merger of the Kurundwad State the Governments are now desiring to fall in with the policy they have now adopted. The Hon'ble Minister, in the situation, offered me to construct the Reservoir at my cost treating the expenditure as a loan to Government at 3 per cent per annum, reserving privileges for me in use of the water. And as I could not agree, he proposed to give me the compensation which he thought would be fair both to Government and myself. The Hon'ble Dr. Gilder when in charge of the Public Works Department did not repudiate the confirmations of my and my secretary, Mr. M.K.Bagchi's discussions with him.

I am definite on the strength of legal advice that I have a good case against the Government of Bombay and the Government of India, but I am still open for exploring possibilities of a negotiated settlement with reasonable compensation for me. Litigation is never a pleasure. The negotiations, if at all held again, will be without prejudice to my legal rights which please note.

I must again mention the courtesy that I received from the Hon'ble Minister and yourself during our last talk.

Yours faithfully,

Narendra Singh Singhi

316

J. 27/4 ~~28~~ 26/4

J.

MIP 1951

36807

J

26-4-51

317

Letter

To

The Secretary to the Government of Bombay,
Public Works Department, Bombay No.1.

Subject:-Rakaskop Reservoir Scheme in
Belgaum district.

Reference:-This office letter No.VLT 135/Rakaskop dated 10/2/1951. 6.281

No.VLT.135/Rakaskop. Belgaum, 25 /4/1951.

The orders of Government passed in the matter may kindly be communicated to me early in order to enable me to take further action.

For Collector and Chairman,
D.R.D.Board, Belgaum.

AGC/24-4

318

J 2814

D.

NIP 1951

37283

M I P 1951
37283

P. W. D.

J. Br.

The position of Govt. in regard to the Rakaskop Reservoir Project has been made clear to Shri Narendra Singh Singhi in G. L. dated the 12-4-51 and the note accompanying it as follows:— Pp. 307-308 Pp. 313 314

(a) Govt. is neither legally nor morally bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in con. with the project. In other words, Shri Singhi has no claim and Govt. is free to do what it considers necessary and proper, and Shri Singhi may go to a Court of Law, if he so chooses.

(b) Shri Singhi might construct the reservoir for Govt. through the P.W.D. and treat the expenditure as a loan at 3 per cent. to Govt. He would be charged reasonable water rates for the irrgn. of his lands and would be allowed to establish a sugar factory.

(c) If the proposal (b) above is not acceptable to Shri Singhi and if any payment is at all to be made to him as compensation, it will be only ex-gratia and the amount will be Rs.1.75 lakhs if the expenditure incurred by him on the scheme is proved to be Rs.3.5 lakhs, the balance being borne by him as a loss.

2. In spite of the Govt. stand made clear to Shri Singhi as above, he has replied stating Pp. 315 that his unquestionable position has virtually been accepted by Govt., who have agreed to reserve privileges for him in the use of water. He has a good case against Govt. legally, but is open for a negotiated settlement for reasonable compensation. He was asked to give a final reply in regard to the proposals indicated in para 1 above but has not done so.

3.....

3. It is clear that Shri Singhi sticks to the stand previously taken by him, ignoring what has been explained to him as in para 1 above. It is evident that he does not want to pursue the project but wishes to close the matter by accepting reasonable compensation. He has not indicated the minimum amount he would accept, but it is obvious that he will not be prepared to bear any loss in regard to the actual expenditure incurred by him on the project, and will hold out to the last for the reimbursement of this expenditure. This verbal exchange between Govt. and Shri Singhi will prove interminable until either party takes a final firm decision in the matter. Unless therefore any further advance is to be made by Govt., it may be left to Shri Singhi to pursue the case and make up his mind, by telling him that Govt. have nothing further to say in the matter beyond what has been conveyed to him in the G.L. quoted above and the note accompanying it. pp. 313-314 pp. 307-308

4. As regards the Collr's preceding reminder, he may be informed that the case is still under consideration of Govt. p. 317

5. The Dev. Deptt. has separately inquired about the progress of this case, which may be shown u.o. to that Deptt. with refce. to its file No.IDL 1151/2845 A on the subject after the necessary action is taken with refce. to this note.

8-5-51 It is for consideration now if we may proceed with the preparation of plans and estimate for Rakoshop Scheme as in the interest of the speedy solution of the urgent water

MDH/-
7.5.51.

D.S.
Secy
H.M.

supply problem of the growing city of Belgaum

KJ 9/5/51

Secy. No reply need be given to Shri Singh who was definitely told H.M. (here > p. 314) to give a final reply but has sent another typical reply (p315) which evades the issues & reasserts his position.

We may now assume that he is not willing to finance the project and proceed accordingly, as proposed by D-S.

KJ 9/5/51

HM JMM 13/5/51

D.S. Resubmitted

Planning Dept. VT. File No. MLP 1951 Date 22-5-51 Serial No. A979

2 Before proceeding further with the case, the papers may be shown to the Dev. Dept, which has separately inquired about the progress of the case.

ABL (urgent) 22/5 D.S.

21-5-51/21/5 KJ 21/5/51 dt 22/5/51

U.O. to Dev. Dept (with file 8186/5

Dev. Deptt. 32-6

Seen and returned w.p. to the PWD after keeping copies of pages 319-321 on this Deptt. file No. IDL 1157/2845. The PWD may be requested to keep this Deptt. informed of the further developments in the matter.

Done
27
6/6/51

8r
23/5/57
ZM

BPU
28/5

AS
Sec

BPU

HM may like to see.
28.5.57

Sec

3/6/51

HM (IDL)

BPU
6/6.

Re D-45
6-6-51

for PWD

JPV
7/6/51

P. W. D.
File No. MIP 1951
Seria 49515
7/6 Rec'd
7 6 51

Re-registered
7/6

P.W.D.
'J'

Rakaskop Reservoir Project of Shri Narendra Singh Singhi in Belgaum Dist.

.....

Nothing definite has transpired from the protracted negotiations with Shri Singhi in con. with his project, which is now to be proceeded with as a Govt. Scheme in the interest of Belgaum Water Supply, which is an urgent problem. Govt. are neither legally nor morally bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in con. with the project. Shri Singhi has no claim on Govt. and they are free to do what they consider necessary and proper. Accordingly, the Scheme may be proceeded with in the light of the S.E., K.I.C.'s detailed report dated the 13-11-50 on it.

× Slip A
file 8186/36 III
pp. 231-236

2. The following main points emerge from the above report -

(a) The safe average yield from the catchment area of the storage works worked out to 2950 mcft., out of which the losses due to evaporation and absorption would be about 620 mcft.

(b) The present population of Belgaum is 1.34 lakhs, which is expected to increase to 3 lakhs in the next 30-40 years. The total requirements of water for the prospective population at 40 gallons per head per day would be 700 mcft. Various industries are expected to grow up in the next 30-40 years and a total supply of about 1000 mcft. of water would be needed for Belgaum including the requirements of industries.

(c) The minimum storage available for irrgn. would be 1330 mcft. which would irrigate by lift about 4000 acres of sugarcane(which are altogether new lands which have remained fallow so far) without affecting in any way the existing food crop cultivation(mostly paddy) in the flow command below the Dam. This

latter .....

latter area receives ample rains for successful cultivation of paddy and other kharif crops, which do not therefore need any irrgn. facilities.

(d) The scheme is estimated to cost about Rs. 95 lakhs and yield a return of 5•6 per cent, if private enterprise will be forthcoming for lift irrgn. If the project is undertaken only for water supply to Belgaum without provision for lift irrgn., it will cost about Rs. 80 lakhs and yield a return of about 2.8 per cent.

(e) Para 8 of the S.E.'s report shows how the only suitable site for the storage is the one adopted in Shri Singhi's project and not the upper site previously selected for the Belgaum Water Supply Scheme of Govt.

(f) The S.E. recommends that the lower site at Rakaskop be finally selected for constructing a storage of about 3000 mcft. gross capacity, that the available storage be used for supply of water to Belgaum and for lift irrgn. of sugarcane in the fallow lands nearabout, to be done by private enterprise under Govt. control, and that the Belgaum Munty. be addressed as regards the rate to be charged for the supply of water at the Dam site.

3. It will obviously be beyond the capacity of Belgaum Munty. to undertake such a big scheme or find finance for it. Hence the Belgaum Water Supply project was included as a Govt. Scheme in the P.W.R. Programme and it was all along intended to be executed as a Govt. work except for the distribution system which was to be done by the Munty. The Rakaskop Project may accordingly be carried out as a Govt. work except for the distribution system, which may be left to the Munty. for execution subject to the usual grant-in-aid from Govt.(33 1/3 per cent),

the .....

the Munty. being charged for the supply of water in bulk. The question for consideration is whether the storage should be designed only for water supply to Belgaum or for lift irrgn. also, and whether private enterprise will be forthcoming for lift irrgn., if it is not to be undertaken as a Govt. Scheme. From para (d) above, it will be seen that the difference in cost of the two alternative schemes is about Rs. 15 lakhs only, which is not much in relation to the total cost of the project, while the difference in per centage return is very material.

4. It will take time before the project is investigated and finalised for being taken up for execution. In view of the present financial stringency, it is problematical when the project will be actually taken up for excution. The Belgaum Water Supply Scheme has been under contemplation for many years past and the people of Belgaum, who are greatly inconvenienced on account of acute shortage of water Supply, have been keenly disappointed that the scheme has not yet materialised, thereby retarding severely the growth and prosperity of the town. It seems therefore that ways and means will have to be found for financing the project at an early date. Assuming that the project is to be worked out, at any rate at this stage, for a full storage of 3000 mcft., the accompanying draft letter is put up for approval. If, however, the project is to be restricted to Water Supply for Belgaum in view of the financial stringency and the difficulty of private enterprise readily coming forward for lift irrgn., the draft letter will be amended accordingly.

5 .....

5. The L.S.G.&P.H.D. may see before submission to the H.M., P.W.D. and the H.M., L.S.G.

Thro. B.B. & D.E.(I).

10-7-51

LBW/10/7/51.

In my opinion, it would be preferable to investigate the scheme purely for the requirement of water supply for Belgaum Town. It has been the experience that a common reservoir, for irrigation and water supply raises complicated issues later on, as demand for water supply increases; eg. Ekanda Tank, Kladakarale reservoir.

D.S.
C.E.:
Secy

LOCAL SELF GOVERNMENT & PUBLIC HEALTH DEPT
14 M 1951
FILE No P.W.D. 8/IP/51
SERIAL No. 103.
C.E.

As the difference in cost is only Rs 15 lakhs, the scheme may be designed for 3000 ft cusec storage. Requirement of Belgaum are not likely to go beyond 1000 ft cusec. Also as long as the dam is designed as a water supply dam the high heights of dam at can slowly reduced as the demand of the Belgaum town rises.

Secy 17/7

Issue LC
17/7
W.O. to D.S. & P.H.D. (with file 8186/36 III) dt 13-7-51.

Letter.

No.MIP 1951 J.

P.W.D.,
B.C., (Bombay No.1),
10 Aug. ~~July~~ 1951.

To
The S.E., K.I.C.

Subject:- Rakaskop Reservoir Project
of Shri Narendra Singh Singhi
in Belgaum Dist.

.....

Refce: Your letter No. M.I.10, dated the 13-11-50, (copy endorsed to the P.H.E. to Govt.), submitting a detailed report on the above subject.

2. Nothing definite has transpired from the protracted negotiations with Shri Singhi in con. with his Rakaskop Project. It has therefore been decided that the project should be proceeded with as a Govt. work in the interest of Belgaum Water Supply, which is an urgent problem. Govt. are neither legally nor morally bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in con. with the project. Shri Singhi has no claim on Govt., ~~and they~~ who are free to do what they consider necessary and proper. If any payment is at all ~~to be~~ made to Shri Singhi as compensation for the expenditure incurred by him on the project, it will be ~~only~~ ex-gratia and will be determined by Govt., when Shri Singhi ~~comes round and~~ sees his way to agrees to the proposals of Govt. in this connection. ~~This is the legal advice given to Govt. on the case~~. Accordingly, the project should be proceeded with as a Govt. Scheme in the light of your detailed report mentioned above.

3. The proposal that the lower site at Rakaskop adopted in Shri Singhi's project be finally selected for constructing a storage of about 3000mcft gross capacity, and that the available storage be used for supply of water to Belgaum and for lift irrgn. of sugarcane ~~in~~ in the fallow lands nearabout is approved. The project is to be carried out as

a .....

a Govt. work, except for the distribution system which is to be left to the Munty., which will be charged for the supply of water in bulk. The Dam design should be done by you and the other work like pumping, rising main etc., should be investigated by the P.H.Engr. who should consult the Munty., where necessary. The project should be worked out accordingly and a detailed report submitted to Govt., giving rough estimates and other principal features of the project, after obtaining the general approval of the Munty. to the Scheme. No ~~additional~~ expenditure should however be incurred without the sanction of Govt.

By order etc.,

D.A.-Nil.

A.S.

Copy forwarded to -

the Dev.Dept.
the L.S.G.& P.H.D.
the Director of Local Authorities,S.D.
the P.H.E. to Govt.
the Collr. of Belgaum, with refce. to his letter No. VLT 135/Rakaskop dated the 25-4-51, B.317
the Ex.Engr., Karnatak P.H.Works Dn.

2. The P.H.Engr. is requested to take the necessary action in the matter and submit a detailed report to Govt. through the S.E., K.I.C.

10-7-51

LBW/10/7/51.

L.S.G. & P.W.D. 321

Seen and returned to P.W.D.
H.M. Health may also see
ad 17/7/51 in P.W.D.

Bf
18-6-51

20/7/51

P. W. D.
File No. H9P 1951
Serial No. 63425.

Bf
21-7 51

Now to P.W.D. (with P.W.D. file 8186/36-III)
of 20-7-51

P.W.D.

The draft letter on the preceding page may now issue.

27-7-51

D.S.
30/7

H.M. P.W.D.

H.M. L.S.G. 7/8/51

H.M. Health.
30/7

31/7/51

8/8/51

Letter.

No.MIP 1951 J.

Public Works Department,
Bombay Castle (Bombay No.1),
10th August 1951.

To

The Superintending Engineer,
Karnatak Irrigation Circle.

Subject :- Rakaskop Reservoir Project of Shri Narendra Singh Singhi in Belgaum District.

---

Reference : Your letter No.M.I.10, dated the 13th November 1950, (copy endorsed to the Public Health Engineer to Government), submitting a detailed report on the above subject.

2. Nothing definite has transpired from the protracted negotiations with Shri Singhi in connection with his Rakaskop Project. It has therefore been decided that the project should be proceeded with as a Government work in the interest of Belgaum Water Supply, which is an urgent problem. Government are neither legally nor morally bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in connection with the project. Shri Singhi has no claim on Government, who are free to do what they consider necessary and proper. If any payment is at all made to Shri Singhi as compensation for the expenditure incurred by him on the project, it will be ex-gratia and will be determined by Government, when Shri Singhi sees his way to agree to the proposals of Government in this connection. Accordingly, the project should be proceeded with as a Government Scheme in the light of your detailed report mentioned above.

3. The proposal that the lower site at Rakaskop adopted in Shri Singhi's project be finally selected for constructing a storage of about 3000 mcft. gross capacity, and that the available storage be used for supply of water to Belgaum and for lift irrigation of sugarcane in the fallow lands nearabout is approved. The project is to be carried out as a Government work, except for the distribution system to be left to the Municipality, which will be charged for the supply of water in bulk. The Dam design should be done by you and the other work like pumping, rising main, etc., should be investigated by the Public Health Engineer who should consult the Municipality, where necessary. The project should be worked out accordingly and a detailed report submitted to Government, giving rough estimates and other principal features of the project, after obtaining the general approval of the Municipality to the Scheme. No expenditure should however be incurred without the sanction of Government.

By order of the Governor of Bombay,

(S.G.Jadhav),
Assistant Secretary to the Government
of Bombay, Public Works Department.

D.A.-Nil.

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Copy forwarded to -
the Development Department,
the Local Self Government and Public Health Department,
the Director of Local Authorities, Southern Division,
the Public Health Engineer to Government,
the Collector of Belgaum, with reference to his letter No.VLT 135/Rakaskop, dated the 25th April 1951,
the Executive Engineer, Karnatak Public Health Works Division.

2. The Public Health Engineer is requested to take the necessary action in the matter and submit a detailed report to Government through the Superintending Engineer, Karnatak Irrigation Circle.

PSM.10/8/51.

ISSUED 13/8/51
Orders issued after consultation with Finance Department. Notes remain with this Department and can be seen when required.

333

ARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA

REGISTERED WITH A/D.

October 16, 1951.

To
The Secretary to Government,
Public Works Department,
Government of Bombay,
BOMBAY.

Sir,

Pp. 313-314

Please refer to your letter No.8186/36-IV-I.B.(II) dated 12th April 1951 conveying the final decision of the Hon'ble Minister for Public Works, on the subject of the Rakaskop Scheme and your letter No. M.I.P. 1951 to the Superintending Engineer, directing him to proceed with the said scheme as a Government work. I feel it my duty to address this letter to you to draw your attention to the legal consequences of your attitude and the action you are contemplating. I hereby emphatically contradict as contrary to fact your statement that "Government (of Bombay) are neither legally nor morally bound by their agreement with me". You are undoubtedly aware that this scheme had been discussed in thorough detail between myself (i.e. Sri Narendra Singh Singhi) on the one part and the representatives of Kurundwad (Senior) Durbar and the Government of Bombay on the other part with the Resident of Kolhapur and the Deccan States present, representing the Government of India and accepting the role of arbitrator of all differences that might arise under the agreement. It is absolutely clear that it is incorrect to talk of the agreement as one entered into only between me and the late Kurundwad (Senior) Durbar. A complete agreement, clear and unequivocal in every part, was reached between these high contracting parties of which the Government of Bombay was one and it only remained for the Government of Bombay to give formal permission to begin work.

The great historical events which took place later on no doubt delayed your issuing the formal permit for commencement of work but did not and could not in any way affect the validity of the agreement nor the obligations arising thereunder. From the whole course, both of negotiations and conduct, there can be no doubt that the Government of Bombay and the Government of India, as represented by the Resident, were parties to the agreement, the former being one of the principal beneficiaries and the latter accepting also the role of arbitrator.

P.T.O.

ARENDRA SINGH SINGHI
M.Sc., B.L., M.L.A.

SINGHI PARK
BALLYGUNGE
CALCUTTA



CONTD.

It is therefore not open to you now to treat the matter as a contract between the late Kurundwad (Senior) Durbar and myself only or to consider that on supposed grounds of public policy you can decline formal permission to proceed with the work or to say that the agreement was not approved by your Government. It is not at all a contract which the State of Bombay can repudiate or refuse to recognise on public grounds. I desire therefore to say with all the emphasis at my command that the contract is binding on the Government of Bombay both in law and in honour.

Though circumstances, after the merger of the State of Kurundwad (Senior) in the Province, have caused some delay in your giving me the formal permission the delay was based on certain formal requisites which have since been satisfied and I for my part, relying on the position and rectitude of the high contracting parties, as well as the unquestionable public and national benefits of the scheme, have thrown myself whole-heartedly into the organisation of the preliminary work and expended considerable sums of money and over seven years of precious time on the scheme. These are certainly matters within your knowledge and I respectfully submit that, to say the least, it is most unbusiness-like and unjust to raise difficulties, as you seem to do at this stage and is not what one would expect from a just democratic Government.

I wish to submit to the Government of Bombay that I have no intention of acquiescing in this high-handed repudiation of a legal and just contract and that I am determined, even if I have to vindicate my rights in a court of law, to insist upon my rights under this contract. Consequently, any action that the Government of Bombay might authorise or take inconsistent with my rights under the above contract will be regarded by me as a wilfull breach of the contract and will render them liable to the legal consequences of such breach.

Yours faithfully,

Narendra Singh Singhi

/SD.

MIP.1951/89780 336 P.W.D.

T.B.

Acknowledged under

No. MIP. 1951-T, dt the 22-10-51.

22/10/51

22-10-51

Issue ack

22/10

22-10-51

J 19/10

P. W. D.
Z. & No. MIP 1951
Serial No. 89780

Encl Dft
19/10
Placed

L.S.G.& P.H.D.1535/33
55678

Public Works Department.

Copy

Rakaskop Reservoir Project of Shri Narendra Singh Singhi in Belgaum District.

--

Dr. H.R.Tergundi, a member of the Board of Health, has proposed a resolution for the next meeting of the Board to be held on the 5th November 1951, requesting the authorities concerned to negotiate with Shri Singhi and modify the agreement entered into by him with Kurundwad Darbar in connection with the Rakaskop Project, in accordance with changed circumstances to the best advantage so as to facilitate the Belgaum Water Supply Scheme.

2. Prolonged discussions and negotiations were carried out with Shri Singhi but no agreed conclusions were reached. Finally, orders have been issued in Government Letter No.MIP 1951 J, dated the 10th August 1951, that the Rakaskop Project should be proceeded with as a Government work in the interest of Belgaum Water Supply, which is an urgent problem. Government are, neither legally nor morally, bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in connection with the project. Shri Singhi has no claim on Government, who are free to do what they consider necessary and proper. This is the definite advice given in the Government of India, Ministry of States, letter dated the 2nd ~~xx~~ December 1950. The project provides for a storage of 3,000 M.Cft. to be used for supply of water to Belgaum and for lift irrigation of sugar cane in the fallow lands near about. It is estimated to cost about Rs.95 lakhs and is to be carried out as a Government work, except for the distribution system to be left ~~mto~~ to the Municipality, which will be charged for the supply of water in bulk. The Superintending Engineer, Karnatak Irrigation Circle,.....

Circle, and the Public Health Engineer have been asked to work out the project and submit a detailed report, giving rough estimates and other principal features of the project. In view of the present financial stringency, it is to be seen when the project is finally prepared and actually taken up for execution.

3. The note at pp.293-294, ~~ante~~ gives an account of the latest discussions held with Shri Singhi in March last when he met the Honourable Minister. A final reply was given to Shri Singhi in Government Letter dated the 12th April 1951. The notes at pp. 323-326 ~~ante~~, underlying the orders quoted in paragraph 2 above explain the case in regard to the project to be worked out and reported upon by the Superintending Engineer and the Public Health Engineer. pp. 313-314

4. It is evident from the proceedings indicated above that Shri Singhi does not want to pursue the project but wishes to close the matter by accepting compensation to cover the actual expenditure incurred by him in connection with the project. Without the valuable monopolistic concessions secured by him in the agreement with the Kurundwad Darbar, he has no interest in the project. The concessions cannot be allowed by Government, as they are repugnant to the provisions of the Constitution of India and are contrary to public policy and practice of this Government in regard to the construction of storage reservoirs and connected matters. There is, therefore, no question of modifying the agreement and there is no basis to pursue the negotiations further with Shri Singhi, unless he changes his mind and agrees to the proposals of Government communicated to him; viz. that he might construct the reservoir for Government through the Public Works Department and treat the expenditure as a loan at 3 per cent. to Government, and that he would

be .....

be charged reasonable water rates for the irrigation of his lands and would be allowed to establish a sugar factory. His latest letter dated the 16th October 1951 shows that he adheres to the stand previously taken by him and that there is no scope for any further negotiations with him. In view of the Secretary's note dated the 9th May 1951, no reply appears necessary to this letter, which only emphasises his legal rights under the agreement with the Kurundwad Darbar in regard to the project.

5. The Board of Health is concerned with public health works of local bodies financed by them subject to the usual payment of grant-in-aid by Government. It is not generally concerned with public health works entirely financed and carried out by Government. Unless the Board is to be specially consulted in regard to any particular matter in this case, the Rakaskop Project does not ordinarily fall within the purview of the Board's functions. It will obviously be beyond the capacity of Belgaum Municipality to undertake such a big scheme or find finance for it. Hence the project is being treated as a Government work, except for the distribution system which is to be executed by the Municipality subject to the usual grant-in-aid from Government. If the Municipality has a balance of about Rs.7 lakhs, it can be used in carrying out the distribution system after the Rakaskop Project is taken up for execution and has sufficiently progressed.

6. The papers may be returned to the Local Self Government and Public Health Department for disposal with the above information and the Public Works Department files below, which may please be returned

when.....

54D

L.S.G.& P.H.D. 1535/33/55678.

when done with.

Through D.E. (P.H.).

Id.
26-10-51

Id.
26-10-51

Id.
U.S.
26-10-51

The facts of the case may be explained to the Board of Health by H.M. P.W.D. L.S.G. & P.H.D. may submit the papers to H.M. P.W.D.

Id.
Secy.
27-10-51.

Immediate.
U.O. to L.S.G & P.H.D. dt.

BAK 26/x/51.
-2.

341

No. M.I.10 Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 25th Octr. 1951.

To

The Collector of Belgaum,

Belgaum.

Subject:- Rakaskop Reservoir Project
for Belgaum Water Supply.

Reference: Your office letter No.nil dated 24-9-1951.

2. Government has directed that the Rakaskop reservoir should be designed to utilise the storage for Belgaum water supply and for lift irrigation of sugarcane in,the fallow lands nearabout. As you are aware, most of the lands nearabout the site have been taken over by Shri.Singhi on long lease from the late Kurundwad Darbar. If Shri.Singhi does not come forward to take the water by lift for these lands and if it is not possible for us to take the leased lands back from Shri.Singhi for leasing them to others by revoking the lease, it may be necessary to make major changes in the project proposals. We may, in that case, have to go in for flow irrigation. If we go in for flow irrigation, we may be able to take a lined canal nearer Belgaum and pumping for water supply may have to be done from this canal which will considerably reduce the length and cost of pumping main. This only indicates how considerable changes will be necessary if the lease is irrevokable.

3. The matter was discussed with you on 25-9-1951 and you opined that it might be necessary to refer the matter to the Remembrancer of Legal Affairs. I would request you please to get the legal advice early if necessary and clarify the matter.

D.A: nil.

Superintending Engineer, K.I.C.

28/25/10

Copy forwarded with compliments to the Chief Engineer to Government, Public Works Department, Bombay, with reference to Government letter, P.W.D.No. M.I.P.1951-J dated 10-8-1951.

P-381

Copy forwarded with compliments to -

The Public Health Engineer to Government;
The Executive Engineer, Irrigation Project Division(South), Dharwar;
The Executive Engineer, Karnatak Public Health Works Division, Dharwar,

for information.

BR/25-10.

342

Await the main papers
sent to the L.S.G.&P.H.D.
on the 27-10-51.

9-11-51

J 2/11

MIP 1951

93917

J
1-10-3

Note on Shri Barendra Singh Singhi's Scheme to develop sugar and aluminium industries at Rakaskop 18 miles to the south-west of Belgaum.

1. The Scheme comprises of the following 6 parts:-

(i) To construct an Earthen dam, 94 feet high, across the Markandeya River near the Village Rakaskop in the Kurundwad Senior State Limits, to have a storage reservoir of about 3000 million cubic feet capacity. The stonage will be utilised.

(a) As a first charge, for drinking water supply to Belgaum City and it's environs including the Belgaum Military Station.

(b) For irrigating by Lift Irrigation about 2 lakhs tons of sugarcane and also other crops by developing about 3000 acres of land located at high contours and now lying fallow and not possible to be utilised in any better way by an individual cultivator,

(c) For the Sugar Factory and the allied factories,

(d) For the Alumina Refinery and

(e) for water supply to the staff and labour colonies of all the factories &c.etc.

(ii) To erect an Electric Power House of about 3000 capacity and lay transmission lines for feeding electric power to Irrigation Pumps, to the Factories and to the staff and labour colonies etc.

(iii) To develop about 3000 acres of fallow lands for sugar cane and other crops as stated in (i-b) above.

(iv) To lay pumping mains and distribution channels for delivering irrigation water to about 3000 acres of land.

(v) To install an 300-1000 ton capacity modern design sugar factory to manufacture about 2 lakhs bags of sugar and about 3 lakhs gallons of power and industrial alcohol annually.

(vi) To install an Alumina Refinery to treat about 40,000 tons of Bauxite (Aluminium ore) from the adjoining Bauxite properties of Messrs. Dalchand Bahadur Singh of Calcutta of which Shri Barendra Singh Singhi is the managing partner.

The Scheme as detailed in (i) to (vi) about would cost about two crores of rupees.

2. The Government of India have elucidated their intentions on fundamental aspects of their Industrial Policy in their Resolution debated and approved in the Dominion Parliament on 7th April 1948. Sugar, Power and Industrial Alcohol and nonferrous metals which include Aluminium, are amongst the group of 18 important basic industries stated in the Government of India's Resolution to be open to private or cooperative enterprise with Central [illegible] control. The Resolution de-

Note on Shri Barendra Singh Singhi's Scheme to develop sugar and aluminium industries at Rakaskop 12 miles to the south-west of Belgaum.

1. The Scheme comprises of the following 3 parts:-

(i) To construct an Earthen Bund, 91 feet high, across the Markandeya River near the Village Rakaskop in the Kurundwad Senior State Limits, to have a storage reservoir of about 3000 million cubic feet capacity. The storage will be utilised.

(a) As a first charge, for drinking water supply to Belgaum City and it's environs including the Belgaum Military Station.

(b) For irrigating by Lift Irrigation about 2 lakhs tons of sugarcane and also other crops by developing about 8000 acres of land located at high contours and now lying fallow and not possible to be utilised in any better way by an individual cultivator,

(c) For the Sugar Factory and the allied factories,

(d) For the Alumina Refinery and

(e) for water Supply to the staff and labour colonies of all the factories etc.etc.

(ii) To erect an Electric Power House of about 3000 capacity and lay transmission lines for feeding electric power to Irrigation Pumps, to the Factories and to the staff and labour colonies etc.

(iii) To develop about 8000 acres of fallow lands for sugar cane and other crops as stated in (i-b) above.

(iv) To lay pumping ~~mains~~ mains and distribution channels for delivering irrigation water to about 8000 acres of land.

(v) To install an 800-1000 ton capacity modern design sugar factory to manufacture about 2 lakhs bags of sugar and about 3 lakhs gallons of power and industrial alcohol annually.

(vi) To install an Alumina Refinery to treat about 40,000 tons of Bauxite (Aluminium ore) from the adjoining Bauxite properties of Messrs. Dalchand Bahadur Singh of Calcutta of which Shri Barendra Singh Singhi is the managing partner.

The Scheme as detailed in (i) to (vi) above would cost about two crores of rupees.

2. The Government of India have elucidated their intentions on fundamental aspects of their Industrial Policy in their Resolution debated and approved in the Dominion Parliament on 7th April 1948. Sugar, Power and Industrial Alcohol and Non-ferrous metals which include Aluminium, are amongst the group of 18 important basic industries stated in the Government of India's Resolution to be open to private or cooperative enterprise [redacted] Central [redacted] control. The Resolution does

The Resolution declares that the Govt. of India will encourage saving and productive investment and extend their assistance to private or cooperative enterprise in this industrial field.

3. The Development of Sugar and Aluminium Industries is quite a new enterprise in the Southern part of the Bombay Presidency and will be in line with the Govt's Policy of balanced regional distribution of industries

4. Government will get about 12 to 13 lakhs of rupees by way of Excise and other taxes and another about 10 lakhs by way of Income Tax. Government will get increased land revenue owing to the conversion of fallow lands into irrigated lands. Moreover, such big concerns are bound to bring in several indirect benefits by way of employment to the people and increased commerical and industrial activities. Government will lose this income by delay in the completion of the Scheme.

5. It is not proposed to encroach upon any food growing lands for sugarcane cultivation, as it will be only on lands now lying fallow.

As regards lands, to be acquired for the storage reservoir, the total area is 4862 acres out of which only 20 percent is cultivated and 80 percent is fallow.

6. The Rakaskop Storage Reservoir Project is not like the large river valley projects, such as, the Damodar Valley Project etc. undertaken by the Govt. of India, which are multipurpose projects of gret magnitude involving extensive generation the hydro-electric power and irrigation on a vast scale. Rakaskop Reservoir is a small storage proposed to be utilised in the area surrounding Rakaskop and no appreciable development by the usual canal-irrigation is possible in the broken and hilly country nearby. The storage reservoir project would, by itself, not be self supporting unless it is planned to utilise the industrial potentialities in the Rakaskop area, coupled with industries and worked as a multipurpose scheme with all the essential features as detailed in sub-paragraphs (i) to (vi) of paragraph 1. In fact, rather than being an irrigation scheme in the correct sence, this scheme is predominantly an industrial scheme.

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with just necessary lift irrigation facilities.

7. Shri Narendra Singh Singhi with the concurrence of the Kurundw Sr.Darbar, presented his proposals to the Govt. of Bombay on 13th April 1945 to join in the scheme and to agree to take water from the Rakaskop Storage Reservoir for water supply to Belgaum city and its environs

8. A conference was ~~taxm~~ then held at the Kolhapur Residency on 25th January 1946 the members present being (i) the Resident for Kolhapur and the Deccan States representing the Govt. of India, (ii) the Representatives of the Govt. of Bombay (iii) The Representatives of the Kurundwad Sr.State and (iv) Shri Narendra Singh Singhi and it was decided that Shri Narendra Singh Singhi should finance and execute the Rakaskop scheme after getting the detailed project of the Rakaskop storage reservoir technically approved by the Government of Bombay.

9. In compliance with the decisions arrived at in the Kolhapur Residency Conference, Shri Narendra Singh Singh, after detailed surveys, rain and river gauging and exploratory work, submitted the Rakaskop Reservoir project to Govt. of Bombay for their scrutiny and approval on 17th Sept. 1946. As desired by the Bombay Government he submitted further particulars and data from time to time and also obtained the opinion of the Geological Expert of the ~~Bombay~~ Government of India about the watertightness of the reservoir basin and the foundations of the Dam.

10- A final agreement for the storage reservoir, irrigation and the sugar factory was executed on 11-10-1946 between the Kurundwad Senior State ( Now th merged in the Bombay Province) and Shri Narendra Singh Singhi, with the previous scrutiny gives no far and wide concessions, but only gives such help as is necessary to start and work the industries. The agreement is also in line with the industrial policy adopted by the Govt. of India.

11 As the Authorities viz. the Govt. of India. the Govt. of Bombay, the Kurndwad Sr.Darbar and Shri Narendra Singh Singh, has already agreed on all the points in the Kolhapur Residency Conference, it was proposed to start the construction work immediately after monsoon in 1946.

12. The Gen ral approval to the Rakaskop reservoir project was granted by the Govt. of Bombay under their P. W.D. No.

8186/36-M, dated 18th April 1947 and it was further informed that the permission to start the work would be given on receipt of the report on soil tests called for by Govt, from the Principal, College of Engineering, Poona.

13. In the satisfaction of their obligations under clause 4 of the agreement, the Kurundwad Sr.Darbar ~~xx~~delivered possession of 3046 acres of Darbards fallow lands for development and culti-vation to Shri Narendra Singh Singhi on 19th December 1947.

14 The decisions arrived at in the Kolhapur Residence conference were to be embodied in a formal agreement between the Govt. of Bombay and Shri Narendra Singh Singhi. The draft agree-ment duly approved by Govt. was accordingly forwarded to Shri Narendra Singh Singhi for his approval under their P.W.D. No.8186/36-M, dated 12-12-1947. Shri Narendra Singh Singhi returned the draft agreement duly approved with certain modifications with his letter No.HSS/R.280 dated 24-2-1948.

15. In 1947 the Govt. of India, after reviewing the report of the sugar panel appointed to investigate the possibility of increasing the sugar output of India, decided to allot 25 new sugar plants of one thousand tons of sugarcane per day crushing capacity. Two sugar plants were allotted to the Deccan States Group and the Regional Commissioner for Kolhapur and Deccan States recommended an allotment of a sugar plant to the Kurundwad Sr. State for the Rakaskop Sugar Factory before the State's merger with Bombay in March 1948.

16. A District Road (O.D.R.Category) viz.Sulga Belgundi-Rakaskop Tudiye, Rajgoli, Road, has been proved in the Post War Road Development Programme. As a gesture of cooperation and good will for the early development of the Rakaskop area, Shri Narendra Singh Singhi offered free services for the preparation of this project and after surveying and levelling taking boreholes at bridge sites and collecting other date, submitted on 10th March 1948 detailed road project costing Rs.528055/- The align-ment of the whole road was approved in Govt. letter P.W.D. No. 9679/36-C(II) dated 23-12-1948 and further action as suggested therein is in progress.

17. The Principal College of Enginbering, Poona carried

Engineering Poona, carried out the soil tests from August 1947 to March 1948. He visited Rakaskop on 31st March 1948 and inspected the soil exploration work and submitted his report to Government in April 1948.

18. The Hon'ble Minister for P.W.D. and the Hon. Minister for Agriculture and Forests kindly paid a visit to the site of the Dam at Rakaskop on 20th May 1948.

A few of the cultivators from the Bijgarni village presented to the Hon.Ministers a petition bearing about 12 signatures and 13 thumb impression and complaining about submergence of their lands and certain other points. All the objections in the petition were investigated by the P.W.D. officials and as called for by them Shri Narendra Singh Singhi submitted relevant data and facts on the points, in his letter No.NSS/[illegible] dated 13th July 1948 to the Ex.Engineer Irrigation Projects Dn(South), Belgaum, and No.NSS/R/390 dated 10th Aug. 1948 to the Supdt.Engineer, Spl. Investigation Circle, Dharar From the facts detailed in the letters, it would be quite clear that the complaints did not deserve consideration.

19 As the Govt. of Bombay while communicating their General Approval to the Rakaskop Reservoir Project under their PWD. No.8186/36-M, dated 13th April 1947, had informed Shri Narendra Singh Singhi that permission to start the work would be given on receipt of report on soil tests from the Principal College of Engineering, Poona, and as this report was submitted to Government by the Principal in April 1948 Shri Narendra Singh Singhi requested Government on 21-6-1948 to ~~xxxx~~ issue permission to start the work as early as possible. He further submitted a reminder under his No.NSS/R/392, dated 14-8-1948.

20. The Govt. of Bombay in their letter PWD,No.8186/36-M dated 31st Sept. 1948 informed Shri Narendra Singh Singhi that the issue of permission to start the work was under the active consideration of Govt. and that the necessary orders would be issued as early as possible.

21. The Government of Bombay have included the Belgaum Water Supply Scheme in their five years post war Reconstruction

programme. The Belgaum Water Supply Scheme will obtain within a fixed time a copious and economical supply of water from the Rakaskop Storage Reservoir. The citizens of Belgaum and the authorities of the Belgaum Military Station are therefore, very eagar to have the storage reservoir completed as early as possible, as it would facilitate early completion of the remaining work of the Belgaum Supply Scheme. All developments of the Belgaum City and of the Belgaum Military Station have been held up due to the present acute scarcity of water supply.

22. His Excellency the Governor of Bombay in his reply to the address presented by the Belgaum Borough Municipality on 5th Oct. 1948 stated that the technical examination of Shri Naren Singhi's scheme had been completed and but for the merger of the Kurundwad State with the Bombay Province the work would have probably started by that time. His Excellency further added that it was necessary to examine the legal position of the State's agreement with Shri Narendra Singh Singhi and as soon as this was done the scheme would be proceeded with without unnecessary delay.

23. The Govt. of India are very keen and have given a clarion call to the industrialists to cooperate with them and put up a joint and intensive effort for the rapid industrisation of the country. There is a general belief now-a-days that private capital is shy and is not coming forward to help the nation building activities. But here is an instance in which Shri Narendra Singh Singhi has come forward to shoulder this, by no means, a small financial undertaking and has pourd in his energies, intellect and labour during the last five years in initiating, exploring and working out concerete proposals for the development of the important basis industries so essential for nation building and has, during these five years, moved the Darbar and the Govt. Authorities and successfully fulfilled all the conditions put in by them from time to time. In the present abnormal circumstances, the cost of the material and labour having gone very high, over capitalisation must, as a result, occur for any scheme now undertaken. The execution of the scheme demands much forethought, efficient planning and persistent efforts. The development of an industry by private

by private or cooperative enterprise is thus all the more difficult and demands all out help and encouragement from Government.

24. It is earnestly hoped that the Government of Bombay will expedite their decisions and as communicated in their letter PWD No. 8186/35-M, dated 18-4-1947 issue very early permission to Shri Narendra Singh Singhi to start the construction work.

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Letter.

No.V.L.T.135
Office of the
Collector & Chairman,
D.R.D.B.Belgaum.
15th November,1951.

From

Shri R.C.Joshi,I.C.S.,
Collector of Belgaum.

To

The Secretary to Government,
Public Works Department, Bombay

No. 135. Belgaum, 15th Nov. 1951.

Subject:- Rakaskop Reservior Project at Belgaum of Shri Narendra Singhi Calcutta.

Reference:- Govt.P.W.D's letter No. MIP/1951-J of 10-8-1951.

5.331

It has been proposed in the Government letter under reference that the Rakaskop Reservior Project should be proceeded with as a Government work in the interest of Belgaum Water Supply which is an urgent problem, in view of the fact that nothing definite has transpired from the protracted negotiations with Shri Shinghi in that connection.

It has also been stated in the letter that Government are neither legally nor morally bound by the agreement entered into by Shri Singhi with the Kurundwad Darbar in connection with the project.

2. There was a ~~decision~~ discussion between myself and the Superintending Engineer, Karnatak Irrigation Circle Dharwar on 25-9-1951 in connection with the agreement entered into by the Kurundwad Senior Darbar with Shri Singhi and particularly as to how soon Govt. succeeding to the rights of the Kurundwad Darbar can withdraw to it's own possession the lands leased to Shri Singhi under that agreement and now in his possession. The results of the discussion together with the brief history of the scheme - elucidating how the agreement was arrived at are given below:-

The Kurundwad Senior Darbar thought of entering into an agreement with Shri Singhi regarding the construction of a water storage reservior and starting of sugar and other allied factories in Kurundwad State. The Government of Bombay were also interested in supplying water to Belgaum city and Cantonment which matter was under their consideration for over 40 years. Though the Dam to be constructed across the Markandey River was within the jurisdiction of the then Kurundwad Senior State, the lands to be sub-merged were partly in the State and partly in the Bombay Province. A conference of the representatives of the Bombay Government and the Kurundwad Darbar was held on 25-1-1946 and all the clauses of the proposed agreement were examined and lately approved by the Government of India. The important conditions specified in connection with the construction of Dam which were agreed to by the Government of Bombay are given below:-

1) Shri Narendra Singh Singhi was to supply 360 million cubic feet of water with a reserve storage of 100 million cubic feet, to Bombay Govt. for water supply to the Belgaum City and Cantonment. This was to be treated as a first charge on the water impounded by the Dam.

2) that Government of Bombay was to supply to Shri Narendra Singh Singhi the opinion of the Geological expert of the Government of India in regard to the water tightedness of the basin of the storage of Shri Narendra Singh Singhi's taking 3 bores at the Centre and two on either side of the proposed Dam.

3) that this water was to be supplied at the downstream toe of the Dam and to be charged at half anna per one thounsand gallons.

4) Government of Bombay agreed to give every facility for the land to be acquired under emergency of the Land Acquisition Act.

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3. The Kurundwad Senior Darbar also entered into an agreement with Shri Singhi on 11-10-1946 after obtaining approval of the Government of India. The following benefits were expected to accrue to the State.

1) that the Darbar was to get income tax at full rates from the very beginning on profits that might have accrued in the Sugar and other allied industries to be under taken by Shri Narendra Singh Singhi in Angol taluka of the then Kurundwad Senior State and that Shri Narendra Singh Singhi was required to pay the excess duty as well in full.

2) that about 3000 acres of waste, uncultivable lands on high contours were to be brought under irrigation affording the Darbar an opportunity of deriving increased assessment after a period of 35 years,

3) that the Sub Soil level of the water in the neighbouring villages of the then Kurundwad Senior State was expected to rise in view of the water storage bringing prosperity to the cultivators of the State.

4) that preference was to be given to the subjects of the then Kurundwad Senior State in the services of the concerns of Shri Narendra Singh Singhi provided that they were properly qualified.

ff. 271-280

The clauses of the agreement are examned now and the objections if any are set forth below along with my views:-

Clauses 1,2 and 3:- Preliminaries to the agreement:-

There is nothing objectionable in these clauses and there is nothing against the public policy of Government.

Clauses No. 4:-

The lands given to Shri Narendra Singh Singhi by the Kurundwad Senior State Darbar are uncultivated

waste lands on high contours in which cultivation was found not ~~easily~~ easily possible and practicable. Under the terms of the agreement Shri Narendra Singh Singhi is to pay the full assessment fixed for those lands and to pay the revised assessment after 35 years. There is thus ~~ax~~ nothing against the public policy of Government. The land revenue fixed for these lands is less than 0-8-0 per acre( being Rs. 1531-13-6 for 3065 acres and 3 gunthas). The possession of these lands has already been delivered to Shri Narendra Singh Singhi.

Clause No.5:- Shri Narendra Singh is exempted from paying non-agricultural cesses and assessment in respect of pieces of lands on which he was to build structures, water storage reservoir, canals, tanks, gardens, playgrounds, ways and byways etc. If this is treated as objectionable it can be modified by making him agree to payment of non-agricultural assessment. It is a minor matter and the difficulty is really not insurmountable.

Clause No. 6:- Shri Narendra Singh Singhi is exempted from paying water rate for the water taken, used and sold by him by pumping or gravitation from the water storage reservoir and water channels. That concession was given firstly because the Darbar could not construct the dam at its own cost and secondly because it was mainly by Lift irrigation that Shri Singhi was to utilise water for his factory. Another factor which weighed with the Darbar at the time of granting this concession was that he was made to supply water to the Govt. of Bombay ~~xxxxxx~~ at half anna per one thousand gallons and this was to be a first charge on the reservoir. If Government of Bombay is now inclined to spend money for the dam, I believe the agreement can be suitably modified and Shri Narendra Singh Singhi may be made to agree to pay the usual water rate ~~xx~~ for lift irrigation fixed by Govt. of Bombay. The difficulty in my ~~xxxxx~~ opinion is ~~xxx~~ really not insurmountable.

Clause No.7:-Shri Narendra Singh Singhi agrees to pay the Income tax Excise Duty etc. in full. There is thus nothing

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nothing objectionable.

Clause No.8:- There is nothing very objectionable in this clause, but in view of the introduction of the Growth of Food Crops Act in the State (which is now being abrogated) Shri Singh may be made to agree to grow food grains as required to be done by sugar factories, if it is now necessary.

Clause No.9:-Preference is to be given to Shri Narendra Singh if any other water storage scheme is to be introduced in Angol Taluka:- This clause was insisted upon by Shri Singhi because he was afraid of competition by other outside parties who might be set up by the then Kurundwad ~~xxx~~ Darbar. Since this is not in consonance with public policy, the same can be modified.

Clause No. 10:-Monopoly for Shri Narendra Singh for his sugar factory in Angol taluka:- This clause was insisted upon because Shri Narendra Singh was afraid of unfair competition from other outside parties in a small area consisting of 27 villages of Angol taluka. This clause is not in consonance with the public policy and can be modified. In any case it is not the policy of Govt. to allow sugar factories to be started within a radious of 50 miles.

Clause No. 11:- This is not against public policy and there is nothing objectionable. This clause is as regards acquisition of lands for water storage reservoir etc. which is permitted under the provisions of the Land Acquisition Act.

Clause No. 12:- This ~~clause~~ exempts Shri Narendra Singh from the application ~~of from the~~ of revenue laws with respect to the preservation and maintenance of boundary marks within his holdings but he is expected to restore them at his cost while delivering possession of the lands. If there is any thing objectionable in this connection, the concession can be withdrawn.

Clause No. 13:- Shri Narendra Singh was exempted from payment of any taxes or liabilities in respect of electricity generated by him for use of his factories and for irrigation purposes. This appears to be objectionable. The concession may be withdrawn if found necessary.

Clause No. 14:- Shri Narendra Singh was given the right to sell water thus impounded to any body he liked. This was specially inserted because Shri Narendra Singh had agreed to supply water to Belgaum Municipality, and had to take water to the sugar plantations outside the State limits which were meant for his factory; and water supply to Shahapur, Angol and Madhavpur Wadgaon was also then under consideration. This concession may now be suitably modified to suit the present conditions.

Clause No. 15:- This clause compelled Shri Narendra Singh to give preference to the subjects of the Darbar while making appointments in his concerns. There is nothing objectionable in this clause.

Clause No. 16:- The concession holder is bound to manufacture sugar within 48 Calendar months after this agreement or after the Darbar fulfils their obligations under clauses 4 and 11 viz. after Darbar gives Shri Singhi the lands and after the Darbar acquires, grant and confer upon him the necessary land or lands under the Land Acquisition Act. There is nothing objectionable in this clause.

Clause No. 17:- The Darbar was not to interfere with the internal management and administration of the concern. This is not objectionable.

Clause No. 18:- Shri Narendra Singh Singhi was at liberty to advance loans to cultivators at reasonable rate of interest subject to the provisions of the law prevailing in the State. There is nothing objectionable in this case.

Clause No. 19:- Exemption from levy of Municipal Octori for 5 years from 1-8-1946 or after the Darbar fulfilled

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fulfilled their obligations under clauses 4 and 11. This concession can be modified and I do not think that Shri Narendra Singh Singhi will object to Modification of this clause.

Clause No. 20:- Shri Singhi is prevented from selling his concern without the consent of the Darbar. There is nothing objectionable in this clause.

Clause No. 21:-The parties were at liberty to modify annual, alter etc. with the mutal consent of both the parties. There is nothing objectionable in this clause.

Clause No. 22:- Arbitration Clause:-The Resident was first named as an arbitrator but later this clause was modified and the Chief Justice of India was named as such. This was insisted upon as the Darbar was a native State.

Clause No. 23:- The concession holder is allowed to remove his chattle and other effects outside the State without any obstruction from the Darbar. There is nothing objectionable in this clause.

Clause No.24:- [illegible] Agreement was to be in force perpetually.

Clause No. 25:- Darbar is at liberty to cancel the agreement after giving six months notice if inspite of all the facilities available, the concession holder does not work out and start the sugar factory.

Clause No.26:- The concession holder is to pay land revenue on lands to be submerged under water Reservoir.

Clause No. 27:-The concession holder is bound to pay loss of revenue on lands rendered uncultivable owing to seepage of water.

Clause No. 28:- Darbar has the first option of purchasing immoveable permanent structures when the entire concerns of the concession holder ceases to exist.

Cl. 29..

Clause No. 29:- The Darbar is to help the concession holder in securing plants and machinery.

Clause No. 30:- The concession holder is permitted to float companies for the purpose of carrying out the entire concerns.

Clause No. 31:- That the agreement was to be executed in duplicate each party retaining one copy.

4 None of these clauses viz. 23 to 31 mentioned abbve seem to be objectionable or inconsistence with the public policy of Government. It is submitted that the agreement was approved by the Govt. of India and also by the representatives of the Bombay Government and no objections were raised then. It is a point worth noting that the agreement was concluded with the then Native State and certain sefeguards ~~of~~ were insisted upon by the concession holder which under the changed circumstances may not be necessary. It is also possible that the concession holder may agree to the withdrawal of many of the concessions which are deemed by Govt, to be not in consonance with the public policy. If the objectionable parts are removed, the scheme may prove to be a good one.

5 Sugar Industry is now in need of much encouragement and a plant with a thousand tons crushing capacity would be very much welcome in these parts as there are no other sugar factories within a radious of 50 miles. The whole of the Belgaum taluka is situated in the Malnad tract and the two more talukas of the District viz. Khanapur and Chandgad are also completely in Malnad ~~tract~~ area. The main crops grown in this tract are paddy and sugarcane. It is, therefore, needless to submit here that the proposed sugar factory would be very prosperous and help in solving the problems of unemployment to some extent. This is also one of the pre-merger ~~continuance~~ Commitment of the Darbar which Govt. has undertaken to honour. It is, therefore, submitted that modifications in the agreement suiting the

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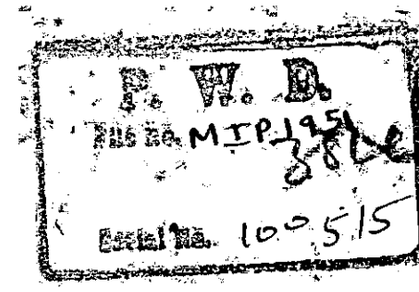
the changed circumstances may be made and the Scheme entrusted to Shri Singhi. I also doubt whether the Government of Bombay, being the Successor Government to Kurundwad Senior State, would not be legally and morally bound by the agreement entered into by Shri Singhi, as thought now. A copy of the note on Shri Singhi's Scheme is enclosed. It appears from paras 7,8,9,12, ~~and~~ 14 and 17 of the note that the Government of Bombay are also ~~normally~~ morally bound since their course of conduct is consistently - encouraging Shri Singhaji to go ahead with the Scheme. It is, therefore, submitted that the matter may be allowed to be proceeded with after securing legal advice from the Remembrancer of Legal Affairs. The lands underneath the proposed dam under departmental management also are in the possession of Shri - Singhi and they will have to be acquired and the cost of the project will thus go up.

ff. 343-349

Collector & Chairman,
D.R.D.B.Belgaum.

360



Rakaskop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta.

.....

Final orders on this case have been passed in G.L. dated the 10-8-51, after the prolonged negotiations carried on with Shri Singhi had proved fruitless. From Shri Singhi's latest letter dated the 16-10-51, it is seen that he still adheres to the stand previously taken by him. It has already been disposed of separately in the L.S.G. & P.H.D. papers that no reply is necessary to it; vide para. 4 of the office note dated the 26-10-51, which gives full information about this case.

2. There is nothing new in the Collr. of Belgaum's long letter under disposal, (and the note accompanying it, which exphasises the magnitude and the importance of the project) which details the past history of the case and examines clause by clause the agreement at pp. 271-280 ante entered into by Shri Singhi with the Kurundwad Darbar in con. with the project. Paras 4 and 5 of the letter state the views and proposals of the Collr., which are contrary to the conclusions reached by Govt. in this case after full consideration. It is hardly necessary to consult the R.L.A. as suggested by the Collr. in view of the definite legal advice given in the G. of I's letter dated the 2-12-50.

3. In view of the office note dated the 26-10-51 giving full information about the case, a draft reply to the Collr. is put up for approval. The R.L.A. may however be consulted first with refce. to the S.E., K.I.C.'s letter

dated ....

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dated the 25-10-51 in regard to the lands leased by the Kurundwad Darbar to Shri Singhi and now required by Govt. in con. with the project. Para 4 of the G. of I.'s letter dated the 2-12-50 contains legal advice in this connection. The necessary addition will be made to the draft letter on receipt of the B.L.A.'s advice.

p. 341

ff. 245-249

~~Third Dy. (I)~~

10-12-51

LBW/10/12/51.

D.S. (J.+E.)

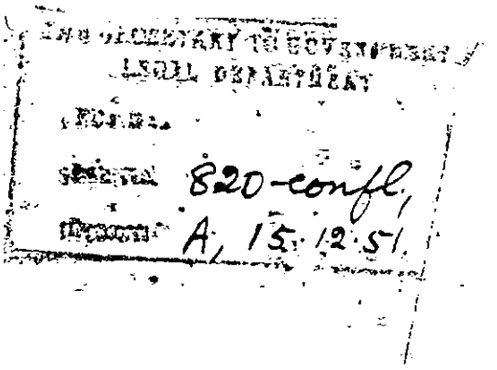
Secy

U.O. to R.d.A. (with file 8186/86 III) Confl Issued dated the 14/12/51

13/12

15/12

DS (Conf)



Confl. 363

Letter.

No.MIP 1951 J.

P.W.D.,
B.C.(Bombay No. 1)
Dec. 1951.

To

The Collr. of Belgaum.

Subject:- Rakaskop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta.

ff-351-59 Refce: Your letter No.V.L.T.135, dated the 15-11-51, and the S.E., K.I.C.'s letter No.M:I.10, f.341 dated the 25-10-51.

2. Final orders of Govt. were passed in G.L. f.331 No.MIP 1951 J, dated the 10-8-51, after full consideration of the case, including its legal aspects and the points raised and the suggestions ~~contained~~ made in your letter, when the prolonged negotiations carried on with Shri Singhi had proved fruitless. It is evident that Shri Singhi does not want to pursue the project but wishes to close the matter by accepting compensation to cover the expenditure incurred by him in con. with the project. Without the valuable monopolistic concessions secured by him in the agreement with the Kurundwad Darbar, he has no ff-271-280 interest in the project. The concessions cannot be allowed by Govt., as they are repugnant to the provisions of the Constitution of India and are contrary to public policy and practice of Govt. in regard to the construction of storage reservoirs and connected matters. There is therefore no question of modifying the agreement and there is no basis to pursue the negotiations further with Shri Singhi, unless he changes his mind and agrees to the proposals of Govt. communicated to him, viz. that he might construct the reservoir for Govt. through the P.W.D. and treat the expenditure as a loan at 3 per cent to Govt. and that he would

be ....

be charged reasonable water rates for the irrgn. of his lands and would be allowed to establish a sugar factory. His latest letter pp-333-335 dated the 16-10-51 addressed to Govt. shows that he adheres to the stand previously taken by him, emphasising his legal rights under the agreement with the Kurundwad Darbar in regard to the project. There is therefore no scope for any further negotiations with him, unless he himself moves in the matter, changing his stand in line with the proposals made by Govt. to him. The project has therefore to be proceeded with in accordance with the orders already passed by Govt. ~~after ascertaining definite legal opinion on the case.~~

By order etc.,

D.S.(I & E.)

Copy forwarded to -

the S.E., K.I.C.,
the P.H.E. to Govt.,
the Ex.Engr., Irrng. Project Dn.(South),
the Ex.Engr., Karnatak P.H.Works Dn.

LBW/10/12/51.

10-12-51

365

M.P. 1957.

C.W.D.

J.B.E

This file was brought back from the R.L.A. and was forwarded to the L.S.G. W.D. on the 25.2.52. that office has now returned the file which may be sent back to the R.L.A.

D.
M.J.N.

24.2.52

LEGISLATIVE & LOCAL GOVERNMENT
FILE No. 301-confl;
ITEM No. A, 26.3.52.

to the R.L.A. 925-3-52 (with 8186/36 III)
Issue no. (30-4-52)
24/3

Office of the R.L.A.

In order to enable the R.L.A. to express a definite opinion on the question raised in this case the P.W.D. is requested to forward for the perusal of the R.L.A. copies of the leases granted by the Kurundwad Darbar to Shri Singhi in respect of the lands.

For Remembrancer of Legal Affairs.

RMS.
2.4.

U.R. to P.W.D., No. 321-Cirfl., dated the 2nd April 1952.

with file 8186/36 III

368

P. W. 95 D.
File No. M 9 A 1951
Serial No. 32755

Pl negotiated at this date
Pl Feb 4/4

1369

P. W. D.

J. Branch.

File No. M9P 1951

U. O. R. to: R. L. A.

issued on 14/12/51

Subject: Rakaskop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta

With 8186/36 III

GJP.
11/7/50

Issued
14/12/51.

Sent C
14/12

Encls.
Dt 14/1

MIP 1951

2
37°

J Br

The R.L.A expedited u.o. under
1951
No. MIP/J dt 14th January 1952
marked urgent.

Issued
16/1/51

konk
14-1-52

14-1-52
Issued p/p.
1st ~~Draft~~
15/1

Sent to Exp p/p.
16/1 on 16/2

3-371

No. M.I.10

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 20 Jan. 1952.

To

The Chief Engineer to Government,
Public Works Department,
Bombay.

Subject:- Rakaskop Reservoir project.

Reference: Government P.W.D.letter No.MIP 1951 J, dated 10-8-1951 addressed to this office.

2. Shri. N.S.Singhi has been lately requested by the Executive Engineer, Irrigation Project Division (South) to spare the project files to study the available survey and design data collected by him in connection with the Rakaskop Water Supply-cum-Irrigation Scheme. The result of the communication will be intimated to Government in due course.

3. It is understood that the above project was submitted by Shri.N.S.Singhi to Government through the Chief Engineer, Public Works Department, Poona, for approval sometime in the year 1947 or so. Copies of plans of the scheme if available on the records of the Secretariat, may please be sent to

this.....

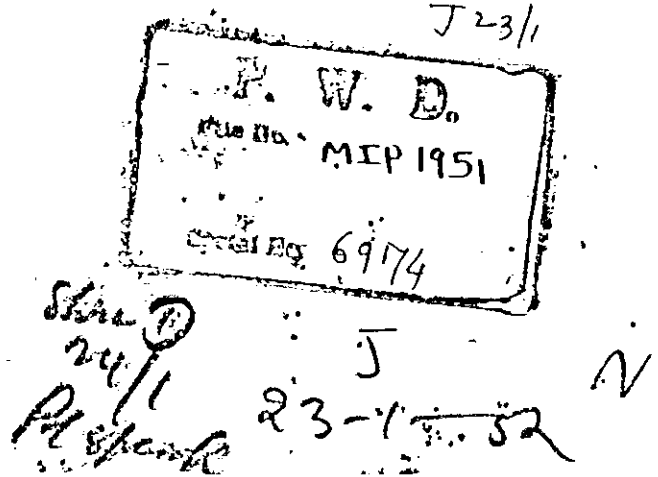
4/372

this office for reference.

Nairobi 9. 1911

Superintending Engineer, K. I. C.

BR/19-1.



-MIP.1951/6974.

P.W.D.

J.B.x.

Submitted for information.

2. The main file (No.MIP.1951) on the subject is under u.o.r. to the R.L.A. since 14-12-51. Its return may be awaited. That office has since been expedited. P.2

3. With reference to para. 3 of the S.E's. letter P.3 it may be stated that the genral approval of this Govt. to the Rakaskop Reservoir Project has been communicated to Shri. Singhi in G.L. No. 8186/36-M dt. the 18-4-47, and the plans of the scheme received from Shri Singhi were returned to him with the above G.L. Copies of the plans are not available in this office. The S.E. may be informed accordingly as per draft put up for approval. i.i.

~~5. A further reference from~~

~~the~~ ...

~~the S.E. with regard to para 2 of his letter ~~ may/be excited:~~

3/4

Thro' D.E.(I)

25/1/52

25/1

D.S.(S+E)

Recd 28/1

Pels No 11 SP 1957 dated 21st Jan 52

& was rec'd in 12 ST Wing Gp. Civil Secretariat on the 25.1.52 and has been

given serial No. 15 ST/57

10773

& stands as file ref & date on

25.2.52. (Civil ref. No. 1 SP 1957 draft. ST

S 8/1/57)

No. MIP. 1951. J 375 Letter.

P. W. D.,
B. C. (Bombay No. 1),
2nd Feb. ~~Jan~~. 52.

To

The S. E., K. I. C.

Subject:- Rakaskop Reservoir Project.

Refce: Your letter No. MI. 10, P. 3 dt. the 20-1-52.

2. General approval of this Govt. to the Rakaskop Reservoir Project ~~has been~~ WRS communicated to Sri N. S. Singhi in G. L. No. 8186/36-M, dt. the 18-4-44, and the plans of.....

of the scheme which were received from Shri Singh ~~have been~~ were returned to him with the above mentioned G.L.

3. Copies of the plans are not available in this office.

By order of the G. of B.

Asstt. Secy. to the G. of B., D.A.N.I.
P.W.D.

21/1/52

1956 ~~Civil~~
1/2
Civil
4/2 Expo.
on 14/2

ISSUED
4/2/52

By Regd.Post A.D. T 3'17

No. M.I.10

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 1952.

To

M/s Dalchand Bahaddur Singh,
48, Gariahat Road, Ballygunj,
Calcutta.

Subject:- Rakaskop Reservoir project:
Plans and estimates of..

Dear Sirs,

In inviting reference to the Executive Engineer, Irrigation Projects Dn(South), Dharwar's letter Nos.M.I.10/69, dated 5-1-1952, M.I.10/417, dated 23-1-1952 and M.I.10/746, dated 9-2-1952. I request you please to inform me if you are agreeable to supply the plans and estimates of the above scheme at some price. If so, the price may be named. In case you are not agreeable, fresh surveys will be made and plans and estimates prepared and then there will be no question of paying a price for the plans or paying any compensation.

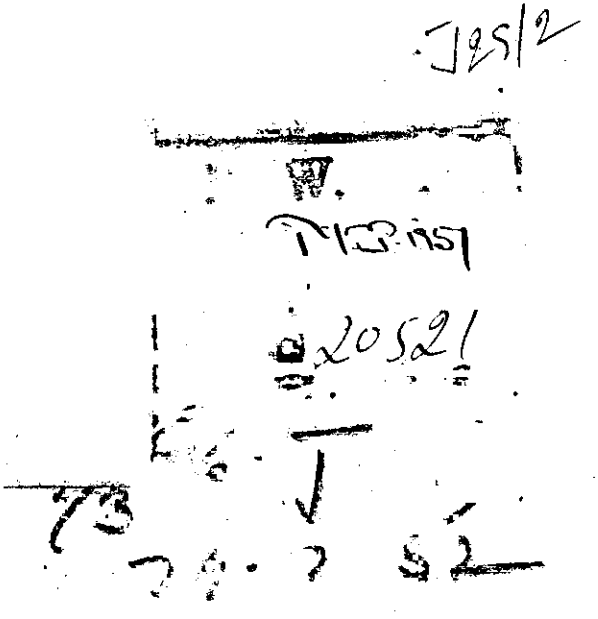
Yours faithfully,

P.T.O.

Superintending Engineer, K.I.C.

Copy forwarded with compliments to the Chief Engineer to Government, P.W.D., Bombay, for information with reference

reference to his personal instructions on 9-2-1952.



H-371

MSP 1957
20521

D.W.D.

V.B.C.

Submitted for information.

2. Pl. see the liquid sale at L.6 auct. One main sale has been sent back from the L.S.O. D.H.D. and is being sent back to the A.L.A.

Await.

mc
20.3.52.

DS(SE)

WK
20/3

Asst. Sec. S.F.
22/3

X28/3

Cuttack 10th August 1951 S.E; K-2c

f.331 was asked as per Govt letter No M.P. 1951, to prepare a project for storage of about 3,000 mcft gross capacity, selecting the lower site at Rathakhola adopting in Shri Sinha's project providing for water for Belpara left and for left irrigation of Jagannathpur in the following manner. He was asked to work out the project, to submit detailed plans & W.S., giving rough estimate and other principal features of the project.

I would like to know if S.E; K.D.C. has sent any report indicating how the matter stands & what progress has been made.

I find that S.E; K.D.C. has written to Messrs Dastkhand Bakhsher Sinha, Calcutta as per his No. M.D.1.0, ff.377-378 dated the 26th July '52 asking whether he was agreeable to supply the plans and estimates of the Rathakhola projects which he may have and to name his price. Is it the understood that no surveys of the area have been hitherto made

H-382

As per instructions received from S.E. K.J.C. about seven months back. We would also like to know if S.E. K.J.C has obtained Govt's permission to write the letter to Shri Krishna Menon in the matter. We have done a fortnight.

28/3/52

29/3

Immediate

Shri Kale

29/3

V. Lyer

J

29/3

MPP 1951
20521

~~H~~ 383

Immediate.

TBC

Resubmitted with ref. to the H.M.'s note dt. the 28.3.52.

2. The draft plate ext may issue, if approved.

3. With ref. to 'A' of the H.M's note, attention is invited to the S.E. & P.C.'s endt. at ~~A~~. 377-378 ante. It is seen that the letter at ~~f~~ 377 ante to M/s. Singh was addressed by the S.E. under the personal instructions of the C.E.

One
29.3.52. Chief. DE (O&H)
29.3.52

D
29.3.52

LCS

DS.(E&E)

CE ~~(after cmd)~~

It is correct that the S.E had consulted me before making the ref. We have accepted such work done by private agencies viz the work done by the Talaq on Yeoyin site (normally they make their work available free).

Z
29.3.52

D.355

17 325 MPP 1951
20521

Immediate Letter.

No. MPP 1951-J

P. W. D.
B. C. (Bombay No. 1)
March 1952.
29

To

The S. E., K. & C.

Sub:— Rakaskop Reservoir project.

Ref: Your endt. No. M. & 10 dt. the 26.2.52.

2. It appears that the survey work for the Belgaum Water Supply scheme (Rakaskop reservoir project) has not so far been started. ~~In this connection your attention is invited to the~~ as instructed in G. L. No. MPP 1951-J dt. the 10.8.51. You are now requested to state how the matter stands at present and what progress has been made during the current year with such funds as may be provided for the above work.

3. You are also requested to state whether Govt. sanction was obtained before writing the above-mentioned letter to M/s. D.B. Seigh for the plans & Estimates.

~~H 386~~

H. Ø.l: Submit. Your report before Daniel.
the 8.4.52 without fail.

by order etc.

~~Asst Secy. to Govt.~~

Very urgent.

Copy forwarded to the Ø.H.E:
to Govt. with a request to
very urgently (before 8-4-52)
state the progress made on the
above mentioned scheme so far as
he is concerned with etc.

29.3.52.

Issue today
29/3

Ebin Kale
4/4

जीवनराव पाळगी श्री. ३४७ बेळगांव

तारीख ऑक्टोबर

श्रीयुत बाबूसाहेब यांचे सेवेशी

AM(S) वृष्टि 24/3/52 कु. सा. न. वि. वि.

आपण कलकत्त्याहून परत आला असालच. मी उद्या येथून निघून ता. २८ रोजी मुंबईस येत आहे. दोन दिवस तेथे राहणार आहे. मी मागे अत्यंत्यास बेळगांव येथे पुनरुथ्यसंबंधी बोलणे होतो. आणि आपण डॉ. जीवराज यांना एक पत्रही दिले होते. त्याबद्दी त्यांना भेटलो. ते प्रकरण दिल्लीच्या संस्थेची स्वतःच्या गले होते. के. पूज्य सरदारांना सविस्तर पत्र पाठवून राज्य तो तत्पर ती योजना पार पाडण्यासाठी परवानगी देण्याची विनंती केली होती. ती. गंगाधरराव देशपांडे यांचे कडून नोवेंबर १९८० मध्ये उत्तरही आले होते. पूज्य सरदारांचे व डॉ. जीवराज यांचे बोलणे होऊन ते येतील व योग्य तो मार्ग त्यांचून निघून ते काम तडकाफडकी होईल अशी आशा त्यांनी आपल्या पत्रात व्यक्त केली होती. परमेश्वरी संकेत वेगळाच होता. पुढे एका महिन्यातच सरदारांचा अंत झाला.

७।८ वर्षांपूर्वी ज्या वेळी हरिजनसेवा योजना मध्यवर्ती सरकार व्यय आणि मुंबई सरकारच्या तर्फाकडून राबविली गेली त्या तर्फाचे मते ही योजना उत्कृष्ट अशी आहे असेच अभिप्राय त्यांनी व्यक्त केले आहेत. १९४७ साली सर्व तपासणी होऊन केवळ मुंबई सरकारच्या तांत्रिक परवानगी साठी काम खोळंबून राहिले होते. त्यानंतर संस्थेचे विलीनीकरण त्यांच्या मुळे होणे कारण तसेच दुसरी पडून राहिले होते. बेळगांवच्या नागरी कामे होऊ दरवर्षी उन्हाळ्यात करणे होणार त्याचे वर्णन करण्यात येत नाही. १९५० च्या उन्हाळ्यात

वेळगांवच्या नागरी भागाचे हाल कायम झाल्याने नदी गढूळ होवूनही पूर्वापारच्या
या वाहवतीत फरक पडलेला नाही. या योजनेमुळे नदीच्या कपाशातून १००-१२५
फूट उंचीवर असलेल्या डोंगरी माळरानावरून वर्षाकाठी एकतीस ते दोनशेवर
फूटी सरासरी दरवर्षी निधून सरकारी तिजोरीला नियमित स्वरूपाचा
भुर्दंड सोसावा लागेल असे ३० वर्षांच्या काळात होणार आहे. या
पार्श्वभूमीवर आम्हाला वेळगांव म्युनिसीपालटीचा प्रस्ताव मान्य करण्यात आला आहे. पुढे मागे भरपूर विजेचा पुरवठा होण्याच्या
दृष्टीने अलमट्टीमध्ये जास्त पाणीसाठा करण्याचा प्रयत्न होणार आहे. अशीही
एक दोन कोटी रुपयांची योजना करण्याच्या एका कंपनीने तयारी केली.
हिंदुस्थान सरकार, मुंबई सरकार आणि करवीर सरकार यांच्या
संमतीने करारही केलेला आहे. अशीही योजना आपल्या सरकारच्या
कोणीही अधिकारी व्यक्तीने ऐकली न होती गेली चार वर्षे न
आहे. यात सरकारला पैसा खर्च करावयास नाही. काही तांत्रिक अडचणी
असतील त्यांचे निवारण आपल्या सरकारच्या मनावर घेतल्यास सहज होऊन
योग्य मार्ग निघू शकेल. या संबंधी मी आपल्याशी सविस्तर बोलू इच्छितो
आणि आपण योग्य मार्ग काढून वेळगांव कराच्या दुष्ट संकटातून करावी
अशी आशा करतो. कळावे ही विनंती.

आपला

जी. वाय. चव्हाण

Secretariat,
Bombay, 26th March 1962.

I am in receipt of your letter dated the 5th March [illegible]. I have sent it to the Chief Secretary, and I shall be glad to discuss the matter of the water supply of Belgaum with you.

Yours

(Y. B. Chavan)

Shri Hirachand Palgi,
Member Hall, Belgaum,
BELGAUM.

26/3/62

H.M., LSG.

Shri Palgi has discussed this with me to-day. Will H.M. (P.W.D.) kindly look into this case? It is very necessary to give this scheme, which has been pending for a very long time, immediate attention.

29/3/62

H.M. (P.W.D.)
H.C.M.

Orders passed in the matter of the Rakaskop Reservoir Project will be seen from the letter issued to S-E; K.G-C. on 10th August 51 (Vide p. 331, File No. M.D.P 1951).

Paragraph 2 summarises the substance of the representations which Shri Singhi on the matter of this Rakaskop Project.

Paragraph 3 refers to the instructions to S-E; K.G-C. asking him to prepare a project with a storage capacity of 3000 mcft gross capacity planned for supply of water to Belgaum and for irrigation in the farmlands nearabout.

S-E; K.G-C. has been recently asked to submit the progress made in the matter of surveying the area and preparing the project since he was last addressed in the matter on 10th August 51.

Shri Yadgir had met me last week after seeing H.C.M. I told him the action taken in the matter and the instructions sent to S-E; K.G-C. He seemed disappointed that Shri Singhi was not being permitted to carry out his project.

Jpm 2/5/52
H.M; L.S.S.
H.C.M.

I 21/4/4

1.

Shri Yadgir 4/4 Project not, We can not help Yadgir's disappointment Proceed with work SG 3/4

By Regd.Post.A.D.

No. M.I.10

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 8th Mar. 1952.

To

M/s. Dalchand Bahaddur Singh,
48, Gariahat Road, Ballygunge,
Calcutta.

Subject:- Rakaskop Reservoir project:
Plans and estimates of--

Reference: Your letter No.DBS/118 dated 3rd March 1952 addressed to this office.

Dear Sirs,

While thanking you for your reply under reference, I may state that you had prepared the Rakaskop Reservoir Project and submitted to the Government of Bombay It was returned to you by the Government with Government letter, P.W.D., No.8186/36-M, dated 18th April 1947.

2. Probably the statement that you have no Rakaskop Project, is due to the project being not properly identified. The project prepared by you was for a storage to supply water for use of the Belgaum Town and also for utilising the surplus waters for irrigation of sugarcane by lift for the purpose of a sugar factory and for other industry like working bauxite ore.

3. .....

3. I request you, ther fore, please to trace it and favour me with a reply at an early date.

Yours faithfully,

Sd/ A.G.Naik

Superintending Engineer, K. I. C.

CopY:
BP/31-3.

Narendra Singh Singhi,
M.Sc.,B.L.,M.L.A.

Singhi Park,
Ballygunge,
Calcutta,

March 20, 1952.

The Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar.

Dear Sir,

Rakaskop Reservoir Project:
Plan and estimates of..... ₹ 377

Your letter No.M.I.10 dated 8-3-52 addressed to M/s.Dalchand Bahadur Singh.

Your above letter has been handed over to me. The above project has nothing to do with M/s. Dalchand Bahadur Singh. On definite commitments made by the Governments of Bombay and India, I proceeded with the project incurring fairly heavy expenses. When the Government's order to start work was expected every day, the Government of Bombay stopped me, creating a stalemate which has not yet been resolved. The Government offered me compensation, but the terms were not settled.

You will appreciate that till any settlement is made, it will not be proper for me to supply any information or blueprints to you.

Yours faithfully,

Sd/ Narendrasingh Singhi

---

No. M.I.(10) Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, Mar. 1952.

Copy, together with a copy of this office letter No.M.I.(10) dated 8-3-1952 forwarded with compliments to the Chief Engineer to Government, Public Works Department, Bombay for favour of information, with reference to the endorsement below this office letter No. M.I.10 dated 26-2-1952. ₹ 377 3 18

Superintending Engineer, K.I.C.

MPP 1951

32627

2-74

J Br

P. WD.

Submitted with ref. to the
Cr. L. No ff 385 26 MPP 1951 - J dt the 29-3-52.

2. The information called for in the above-mentioned letter, from the S.E.K. S.C. and the P.W.E. to Govt. has not so far been received.

~~From~~ to may may therefore be expected as per draft ~~put~~ put up f. 395 for approval.

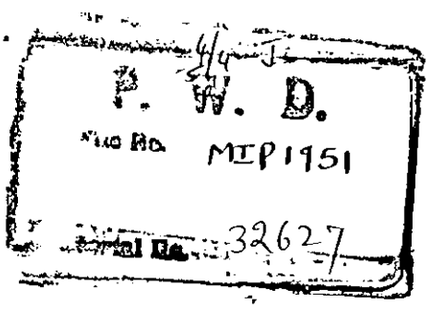
3. Action on the D.L.A's note No. 321 dt. 8.4.52 the 2-4-52 f 367 will be taken later on.

and 8.4.52.

8.4.52

CLS

1 Sheet




Other Kale

Pl. Sheet 574

T
11.4.52

M & P 1951
32627

375

Express Letter.

From - Bombay, Bombay

To - The S. E., K. R. C.

D. O. D.,

No. M & P 1951-J

B. C. (Bombay No. D),
8th April 1952.

I/C furnish at once the
information called for in
the U. O. No. M & P 1951-J dt. the
29-3-52, re. Rakastop Reservoir Project.

~~Asst.~~ Secy. to Govt.

Immediate

Copy ~~to the~~ D. H. E. to Govt.
with a request to submit the
report at once called for
in the U. O. No. M & P 1951-J dt. the
29-3-52.

and
8-4-52.

Issue of D. O. dt.
8/4 ~~10-4-52~~

ISSUED
8/4/52 AM

Show Note
9/4
D. O. Ltr
in 15 1/4

No. M.I.10

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Via Dharwar, 8th April 1952.

To

The Chief Engineer to Government,
Public Works Department,
Bombay.

Subject : Rakaskop Reservoir Project.

Reference Government P.W.D. Letter No. MIP 1951 J, dated 29th March 1952. P. 295-384

While entrusting the work of designing the dam of the Rakaskop Reservoir to this Circle, Government had stipulated that no expenditure should be incurred on the project without prior sanction of Government, vide Government Letter, Public Works Department, No. MIP1951 J dated the 10th August 1951. P 33

2. It was known that survey data and some hydrological details were collected by the staff of Shri Singhi for the project prepared by them but these were not available in the papers lying with us. On enquiry with Government, it was found that they were not available with Government also. As fresh collection of the required data and information involved considerable time, labour and expenditure, and expenditure was not authorized, it was thought expedient in the circumstances to obtain for reference the project and survey data from the local representatives of Shri N.S.Singhi at Belgaum and then go ahead with the design of dam to suit our requirements. No project papers could, however, be had either from Messrs N.S.Singhi or his representative at Belgaum, so far. There is, therefore, no alternative to take up designing work by making use of the available data and supplementing it with fresh surveys, wherever necessary.

3. The details of work so far done on the project are given below :

(i) Dam alignment is freshly surveyed.

(ii) A rough tentative design for an earthen dam has been worked out by the 'Slip Circle' method on the basis of the soil test results available with us. However, the design cannot be finalized until the details of the Reservoir capacity are fixed.

4. The various items of investigations pertaining to the dam which are necessary to complete the project are -

(i) L-sections of the dam and the waste weir sites :-

These are freshly surveyed and no additional survey work is necessary.

(ii) Capacity contours of the Reservoir basin :-

This work has been done by Messrs Singhi but no detailed contour plan is available. Fresh capacity surveys will, however, have to be made for capacity as well as for land acquisition. The cost of the capacity contour surveys would approximately be. Rs 3,000/-.

(iii) ....

(iii) Rainfall and run-off data :-

The data for a continuous period of 3 years from 1946 to 1949 collected by Messrs Singhi are available but the Executive Engineer, Belgaum Division, who is in charge of gauging work in Belgaum District has been requested to start gauging work to get adequate further data.

(iv) Foundation explorations :-

The geological report along with the details of test bores sunk on the dam line is available although the cores and soil samples from test pits are not. But we can proceed on the basis of the geological report.

(v) Testing of local soils for use in earthen dam :-

Necessary data is available and it will suffice for our purpose of design.

(vi) Miscellaneous items such as availability of materials, access roads, etc. :-

No detailed data is available in the papers with us. However this data could be collected without much difficulty.

5. If, however, Government approves of carrying out the additional field work and collecting the further data, a survey estimate for it will be submitted.

6. With regard to paragraph 2 of Government Letter under reference, I may state that the Chief Engineer to Government had, during the course of personal interview, permitted me to address Messrs Singhi in the matter, please vide endorsement below this office No. M.I.10, dated 26th February 1952.

b-377

Superintending Engineer, K.I.C.

-GEK/-

J/10/4.

P. W. D.
MIP 1951
No. 34238.

EXPRESS.

No. 4228 of 1952,

Poona 1, 14 April 1952.

To

The Secretary to Government,
Public Works Department, Bombay 1.

Sub:- Belgaum Water Supply -
Rakaskop Reservoir Project.

In addition to the scheme that is being prepared by the Superintending Engineer, Karnatak Irrigation Circle, my department is to prepare detailed plans and estimates for the following items in connection with the Belgaum Water Supply Scheme.

(a) Pumping station at the end of the Rakaskop Dam or at the tail end of the lined canal from the Rakaskop dam and going along the Markandeya river.

(b) Rising main for pumping water from the dam or the lined canal to the purification works on top of Musketry hill.

(c) Purification works and the service reservoir on top of Musketry hill.

(d) Town distribution for supply of water to the various parts of Belgaum City and Cantonment.

2. Items (a) and (b) are dependent upon the final ~~settling~~ scaling of the dam or the alignment of the lined channel which will be fixed by the Karnatak Irrigation Circle and unless these are finally fixed, it will not be possible for my Executive Engineer, to prepare detailed plans and estimates for items (a) and (b) of the scheme. This can be prepared and completed within 4 months after the final details about the dam and the canal are fixed by the Superintending Engineer, Karnatak Irrigation Circle. As these details have not yet been fixed, my Executive Engineer has not been able to take up these items and as such required survey work for locating the pumping station and alignment of the rising main have not been undertaken.

3. Necessary survey work for the Purification works and service reservoir on the Musketry hill are being completed and my Executive Engineer will soon be preparing plans and estimates for these items which are expected to be ready soon.

4. The Executive Engineer has also fixed the final layout for the various zones of the distribution system and has also completely fixed the principal features of the detailed scheme which has also been approved by me. He has instructed the Sub-Divisional Officer, Karnatak Sanitary Project Sub-Divn., Dharwar, to prepare detailed distribution statement and thereafter prepare detailed plans for the distribution system to be laid for the whole town. This part of the scheme is already in hand and it is expected that the work on the items (c) and (d) will be completed soon. The whole project of water supply, however, can only be completed after the main details of the Rakaskop Dam and the Lined Canal are finalised and fixed by the Superintending Engineer, Karnatak Irrigation Circle, as they are dependent thereon.

D.A. Nil.
DWK/14-4-52.

Public Health Engineer
to Government.

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Copy forwarded with compliments, for information, to-

P.T.O.

1. The Executive Engineer, Karnatak Public Health Works Divn., Dharwar.

Please see that the work of item (c) and (d) is completed as early as possible. As soon as the Superintending Engineer, Karnatak Irrigation Circle, finalised his part of the scheme, he should immediately take up the survey work for setting up of the pumping station and rising main on Musketry Hill.

Copy forwarded with compliments, for information, to the Sub-Divisional Officer, Karnatak Sanitary Project Sub-Division, Dharwar.

J 15/4

P. W. D.
WST.8151

Executive Engineer

Ellen Kale J
15/4 15-4-52

MIP 1951.
34238.

~~Immediate~~
Confidential.
J. Br.

P.W.D.

Belgaum Water Supply Scheme -- Rakaskop Reservoir Project of Shri Narendra Singh Singhi.

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Final detailed orders on this case were passed in G.L. dated the 10-8-51 with the approval of the H.M., P.W.D., H.M., L.S.G. and H.M., Health. The notes at pp. 323-326 ante underlying the G.L. give full information about the case. The S.E., K.I.C., has now submitted his report with reference to the H.M.'s minute, dated the 28-3-52. The P.H.Engr's reply in this connection is awaited; he was expedited for it on the 8-4-52; it is unnecessary to hold up the case further for it.

2. In the G.L. quoted above, it was directed that the Dam design of the project should be done by the S.E., and the other work like pumping, rising main, etc., should be investigated by the P.H.Engr. The project should be worked out ~~accordingly~~ and a detailed report submitted to Govt., giving rough estimates and other principal features of the project. No expenditure should, however, be incurred without the sanction of Govt.

3. The only suitable site for the storage is the one at Rakaskop near Belgaum adopted in Shri Singhi's project, and not the upper site previously selected and surveyed for the Belgaum Water Supply Scheme of Govt. As no expenditure was authorised on the survey of the new site, the S.E. had to depend on whatever

data....

data were already available with him or could be obtained from Shri Singhi or otherwise. No plans and estimates can be prepared without carrying out proper surveys and incurring expenditure on them. In the absence of financial sanction, whatever is possible has been done (as seen from the S.E's letter under disposal) in collecting rough data for the project report to be submitted to Govt. In this connection, the following extract from the S.E's letter is reproduced for ready reference :- B/S. 398-98

"As fresh collection of the required data and information involved considerable time, labour and expenditure, and expenditure was not authorised, it was thought expedient in the circumstances to obtain for reference the project and survey data from the local representatives of Shri N. S. Singhi at Belgaum and then go ahead with the design of dam to suit our requirements. No project papers could, however, be had either from Messrs. N. S. Singhi or his representative at Belgaum so far. There is, therefore, no alternative to take up designing work by making use of the available data and supplementing it with fresh surveys, wherever necessary. xx xx If, Government approves of carrying out the additional field work and collecting the further data, a survey estimate for it will be submitted."

4. In the circumstances, the S.E. naturally inquired of Shri Singhi as personally instructed by the Ch. Engr. whether he would supply the plans and estimates of his project on payment, so that no fresh surveys need be made and the project prepared again. Shri Singhi has refused to furnish any information. The C.E. has noted at p.383 ante in regard to his personal instructions to the S.E. P.377 P.383

5. As stated in the S.E's letter, dated the 25-10-51, to the Collr., the lands (about 3,000 acres) leased by Shri Singhi from the Kurundwad Darbar would be required for lift irrigation of sugarcane in the fallow lands nearabout to be irrigated, in addition to the supply of water to Belgaum from the storage. If Shri Singhi does not come forward for lift irrigation or if the lands cannot be taken from him and given to others for such irrigation, it may be necessary to make major changes P.341

p.341
p.367

in the project on the lines indicated by the S.E. The R.L.A. has asked in this connection for copies of the leases granted by the Kurundwad Darbar to Shri Singhi to enable him to advise whether the leases can be revoked. The memo. of agreement at pp. 271-280 ante between the Darbar and Shri Singhi gives general conditions of the lease of lands. What is apparently required by the R.L.A. is the actual leases of the lands subsequently executed. A clean copy of the draft letter at pp. 363-364 ante as already approved is put up, with the necessary addition made to it with reference to the R.L.A's requisition. The project cannot thus be finalised in regard to its main features until the possibility of taking over Shri Singhi's lands for irrigation is settled in consultation with the R.L.A.

6. It is futile to look to Shri Singhi for any help or co-operation in connection with this project, which will have to be restricted to Belgaum water supply if his lands cannot be taken over for irrigation. The only effective and speedy way of solving the problem of Belgaum Water Supply is to carry out detailed surveys as required, ~~and~~ prepare the project complete in all respects and take it up for execution. The project, which is estimated to cost about Rs. one crore and yield a return of 5½ per cent. from irrigation and supply to Belgaum, has been under active consideration for many years past, but no headway has been made so far in actually implementing it. The people of Belgaum, who suffer from acute shortage of water supply, are sorely disappointed to see that nothing concrete has been done so far in taking up the work.

7.....

7. The first thing now to do is to ask the S.E. and the P.H.E. to submit survey estimates, and then authorise expenditure on carrying out detailed surveys as requirdd, and preparing the project complete in all respects. If this is approved, para. 2 added to the draft endt. will meet the case.

14-4-52

(through B. Br. and D.E. (P.H.)

15.4.52

14.4.52

15

U.Secy.

15.4.52

2

24.4.52

C.E.

24/4/52

Secy.

25.4.52

Secy D.D.

24/4

Secy., ~~I.S.G.~~ ~~P.W.D.~~

25/4/52

Secy/LSG & PWD

H.M., P.W.D.

28/4/52

H.M., L.S.G.

4-5-52

5/5

B.S.S

6/5

4·25

Letter.

Confdl.
No. MIP 1951 J.

P:W.D.,
B.C.(Bombay No. 1),
7th May ~~April~~ 1952.

To
The Collector of Belgaum.

Subject:- Rakaskop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta.

---

Pp. 351-359 Reference: Your letter No. V.L.T. 135, dated the 15-11-51.

2. Final orders of Govt. were passed in G.L. No. MIP 1951 J, dated the 10-8-51, after full consideration of the case including its legal aspects and all relevant ~~points~~ facts. The points raised by you and the suggestions made in your letter contain nothing new. It is apparent that without the valuable monopolistic concessions secured by him in the agreement with the Kurundwad Darbar, Shri Singhi has no interest in the project. The concessions cannot be allowed by Govt., as they are repugnant to the provisions of the Constitution of India and are contrary to public policy and practice of Govt. in regard to the construction of storage reservoirs and connected matters. There is, therefore, no question of modifying the agreement and there is no basis to pursue the negotiations further with Shri Singhi, unless he changes his mind and agrees to the proposals of Govt. communicated to him, viz., that he might construct the reservoir for Govt. through the P.W.D. and treat the expenditure as a loan at 3 per cent. to Govt., and that he would be charged reasonable water rates for the irrigation of his lands and would be allowed to establish a sugar factory. His latest letter dated the 16-10-51 addressed to Govt. shows that he adheres to the

Pp. 331

Pp. 271-80

Pp. 333-35

stand....

stand previously taken by him, emphasising his legal rights under the agreement with the Kurundwad Darbar in regard to the project. There is, therefore, no common ground or scope for any further negotiations with him, unless he himself moves in the matter, changing his stand in line with the proposals made by Govt. to him. The project has, therefore, to be proceeded with in accordance with the orders already passed by Govt.

3. As regards the S.E., K.I.C's letter No. M.I.10, dated the 25-10-51, before expressing a definite opinion on the question raised therein, the R.L.A. has asked for copies of the leases granted by the Kurundwad Darbar to Shri Singhi in respect of the lands (about 3,000 acres) given to him. These copies may please be furnished to Govt. urgently.

By order, etc.

Dy. Secy.

D.A. Nil.

Copy forwarded, with reference to G.L. No. MIP 1951 J, dated the 10-8-51, to :-

the D.D.,
the L.S.G. & P.H.D.,
the Dir. of Local Authorities, S.D.
the S.E., K.I.C., (With Rakas Kop Project Report)
the P.H.E. to Govt.,
the Ex. Engr., Irrign. Project Dn. (South),
the Ex. Engr., Karnatak P.H. Works Dn.

2. With reference to the orders issued in the G.L. quoted above, it has now been decided by Govt. that detailed surveys as required should be carried out expeditiously, and the project prepared complete, in all respects and submitted to Govt. as early as

possible....

possible ~~after~~ in ~~full~~ consultation with the municipality. The S.E. and the P.H.E. are accordingly requested to submit urgently the necessary survey estimates and proposals in connection with the detailed investigation and preparation of the project. The requisite orders will then be passed including financial sanction; till then no expenditure should be incurred in connection with the project. The P.H.E's reply should be submitted through the S.E. This has reference to the S.E.'s letter No. M.I.10, dated the 8-4-52. Pf. 397-98

DRN.
14.4.52.

14-4-52

Issue urgently.
7/5 ~~Pattabhi~~

Issued
7/5/52

Letter.

Confidential.
No. MIP 1951 J.

Public Works Department,
Bombay Castle (Bombay No.1),
7th May 1952.

To

The Collector of Belgaum.

Subject:- Pikashop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta.

Reference: Your letter No. V.L.T. 133, dated the 15th November 1951.

2. Final orders of Government were passed in Government Letter No. MIP 1151 J, dated the 13th August 1951, after full consideration of the case including the legal aspects and all relevant factors. The points raised by you and the suggestions made in your letter contain nothing new. It is apparent that without the valuable monopolistic concessions secured by him in the agreement with the Nizam and Berar, Shri Singhi has no interest in the project. The concessions cannot be allowed by Government, as they are repugnant to the provisions of the Constitution of India and are contrary to public policy and practice of Government in regard to the construction of storage reservoirs and connected matters. There is, therefore, no question of modifying the agreement and there is no basis to pursue the negotiations further with Shri Singhi, unless he changes his mind and agrees to the proposals of Government communicated to him, viz., that he might construct the reservoir for Government through the Public Works Department and that the expenditure be a loan @ 3 per cent. to Government, and that he would be charged reasonable water rates for the irrigation of his lands and would be allowed to set up with a sugar factory. His latest letter dated the 16th October 1951 addressed to Government shows that he adheres to the stand previously taken by him, emphasising his legal rights under the agreement with the Nizam and Berar in regard to the project. There is, thus, no common ground or scope for further negotiations, unless an initiative is taken by Shri Singhi. The project has, therefore, to be proceeded with in accordance with the orders already passed by Government.

3. As regards the Superintending Engineer, Dharwar Irrigation Circle's letter No. [illegible].D, dated the 25th October 1951, before expressing a definite opinion on the question raised therein, the Remembrancer of Legal Affairs has asked for copies of the leases granted by the Nizam and Berar to Shri Singhi in respect of the lands (about 2,000 acres) given to him. These copies may please be furnished to Government urgently.

By order of the Governor of Bombay,

Deputy Secretary to the Government of Bombay,
Public Works Department.

Mil.

Copy forwarded, with reference to Government Letter No. MIP 1851 J, dated the 10th August 1951, to :-

the Development Department,
the Local Self Government and Public Health Department,
the Director of Local Authorities, Southern Division,
the Superintending Engineer, Karnatak Irrigation Circle (with Hakaskop Project Report),
the Public Health Engineer to Government,
the Executive Engineer, Irrigation Project Division (South),
the Executive Engineer, Karnatak Public Health Works Division.

2. With reference to the orders issued in the Government Letter quoted above, it has now been decided by Government that detailed surveys as required should be carried out expeditiously, and the project prepared complete in all respects and submitted to Government as early as possible in consultation with the Municipality. The Superintending Engineer and the Public Health Engineer are accordingly requested to submit urgently the necessary survey estimates and proposals in connection with the detailed investigation and preparation of the project. The requisite orders will then be passed including financial sanction; till then, no expenditure should be incurred in connection with the project. The Public Health Engineer's reply should be submitted through the Superintending Engineer. This has reference to the Superintending Engineer's letter No. M.I.10, dated the 6th April 1953.

DRM.
7.8.53.

-/-413

जीवनराव यालगी . बेळगांव

तारीख २७।१२।

श्रीयुत बाबासाहेब यांस

नु. सा. न. वि. वि.

मी गेल्या आठवड्यांत मुंबईस आलो त्यावेळी आपणास समक्ष भेटून [redacted] मा. श्रीमती संत यांचे पत्र (येथील मराठी ट्रेनींग कॉलेज मध्ये मुलींच्या शिक्षणाची सोय पूर्वी प्रमाणे करावी अशी विनंती केलेले) दिले होते. त्याचेही त्यांचे उत्तर आले आहे. आपण मंत्रिपदावरून निवृत्त होण्यापूर्वी तशी व्यवस्था करावी अशी आपण आहे. जर तशी परवानगी दिली नाही तर गरीब मुलींच्या अभ्यास थांबतो व पुढील आयुष्यात त्यांची कुचंबणा होते.

बेळगांवच्या पाण्यासंबंधी. श्री. जिवराज भाई व मुरारजी भाई यांच्याशी बोलतो. पूर्वी पासून या बाबतीत वातावरण पूर्वग्रह दूषीत झाले आहे असे वाटते. आता नवीन मंत्रिमंडळाची रचना झाल्यावर फिरून प्रयत्न करून पहीन करावे ही विनंती.

आपला

जी. एस. यालगी

Reply I have
Written to Mumbai

ક્રમાંક આ.ન.વિ.ર્ક્ષ. 2015

આપલે કृपाવંદન પત્र પોંચલે. मजकूर

5735-Pune
16-4-15

મેજિસ્ટ્રેટસાહેબ ~~पुणे~~ વિદ્યાર્થીનીંના માતા દેવ્યાકાવત

વિરોધાના સ્વાક્ષરીત લાવિન્ત વિદ્યાર્થ પ્રાનવ્યાસ્ત વકાવંત

આહે

સદર ગોષ્ટીચા પાઠપુરા સંબંધીચી પ્રત

વિનંતીપત્રાસોબત જોડલી આહે યકાવી.

આપલા

[illegible]
16/4/15

[illegible] NSD વી. કોંડવાડા પહિલી,

[illegible] 37309

16/4/15

for Assistant Commissioner
16.4.15

5447 Map 1957

Ø. ED.D.

JTBe

The march folk has been submitted to the H.M. on the 25.4-52. This may be kept with the march [illegible] file on its return.

mk
30-4-52.

YH
30-4-52

guide. Shetland
3674

U 23

G. R. No. A—2516, dated 15-12-10.] P. W. D. 229 e.

No. of 19

DIVISION

Irrigation Projects, ( South ), Dharwar.

PUBLIC WORKS DEPARTMENT:

Dated 19 .

FUND HEAD— April 52.

MAJOR HEAD— State.

MINOR HEAD— 18 - Other Revenue Expenditure.

SERVICE HEAD— A Irrigation Works.

DEPARTMENTAL HEAD— Miscellaneous Expenditure & other charges.

Preliminary expenses.

ESTIMATE framed by

Executive Engineer, -- in the office of the

that will be incurred in Irrigation Projects Dn., of the probable expense (south), Dharwar

Contouring the storage Basin of the Proposed Rakaskop Reservoir Scheme ( Belgaum District.)

Rs.

(Call or Authority.) ~~3,000/-~~

GENERAL DESCRIPTION

This estimate provides for the contouring of the storage basin of the Rakaskop Reservoir Project on the Markandaya River. Provision for Surveying direct contours at 10 feet intervals with necessary cross-sections between R.L.2430 to R.L.2610 has been made.

All necessary provisions usually required for survey work have been shown.

424

# ABSTRACT

| Quantity. | Items. | Rate. Rs. a. p. | Per. | Amount. Rs. dec. |
|---|---|---|---|---|
| | Contouring the storage basin for Balegaon Reservoir Project in Belgaum Taluka, District Belgaum. | | | |
| Lump. | (1) Clearing Jungle and other Obstructions in the Survey area. | Lump | | 300-0-0 |
| | (2) Establishment for survey work. | | | |
| 4 Months. | (a) Overseers @ Rs.116+ 50 = 166/- | 166 - - | month | 664-0-0 |
| 4 Months. | (b) Survey Karkuns at Rs.46 + 35 = 81/- | 81 - - | month | 324-0-0 |
| 2 Months. | (c) 1 Chowkidar at Rs. 30 + 35 = 65/- | 65 - - | month | 130-0-0 |
| 660 Nos. | (3) Khalashis for Survey work. | 1 8 - | per day | 990-0-0 |
| 1 Month | (4) Tracer for preparing the fair contour plan and at Rs.46+ 35 = 81/- | 81 - - | per month | 81-0-0 |
| 20 Nos. | (5) Purchasing and fixing header stones 3' long for Bench marks including engraving of figures etc. | 3 - - | each | 60-0-0 |
| Lump. | (6) Miscellaneous items such as flags, pegs, paints etc. | Lump | | 50-0-0 |
| Lump | (7) Shifting of camp and carriage of instruments, equipments etc. | Lump | | 100-0-0 |
| Lump | (8) T.A.expenses to Establishment. | Lump | | 250-0-0 |
| | | | | 2,955-0-0 |
| | Add 5% contingency except for items (2), (3) and (4) | | | 39-0-0 |
| | | | | 2,994-0-0 |

Say Rs. 3,000/-

Superintending Engineer,
Karnatak Irrigation Circle,
[illegible]

Engineer:

Dated Deputy 19 .
Recon. Irri.Projs. Sub-Dn., Dharwar.

Executive Engineer,
Irrigation Projects Dn. (South)

MEASUREMENT

| Contouring the storage basin for Kalvan Reservoir Project Kalvan Taluka, District Kolaba. | No. | Length | Breadth | Depth. | Quantity Decim. | Total. |
|---|---|---|---|---|---|---|
| 1) Clearing jungle and other obstructions in the survey area. | | Lump | | | Lump. | |
| 2) Establishment for survey works. | | | | | | |
| The length of contour surveys and Bench marks surveys would be about 100 miles. Taking a daily turn out of 1 mile per day per party for contouring and 3 miles per day for Bench mark surveys. The total No. of working days would be about 35 days or say 2 months for two months. | | | | | | |
| (a) Overseers. | No. 2 | | Month 2 | | Total 4 months. | |
| (b) Survey Peons. | 2 | | 2 | | 4 months. | |
| (c) Bandsmen. | 1 | | 2 | | 2 months. | |
| 3) Establishment for survey works. | | | | | | |
| 6 Khalashis per party per day for 35 days. | 2 | x 6 | x 35 days | | 420 Nos. | |
| 4) One Dencer for preparing the fair contour plans. | 1 No. | | 1 Month | | 1 No. | |
| 5) Purchasing and fixing,- border stones or Iron for bench marks including engraving of figures etc. | 20 Nos | | | | 20 Nos | |
| 6) Miscellaneous items such as flags, Map, pencils etc. | Lump. | | | | Lump. | |
| 7) Shifting of camp and carriage of instruments, equipments etc. | Lump | | | | Lump. | |
| 8) Contingencies and Establishment. | Lump | | | | Lump. | |

427

Letter
No.M.I.10.

Karnatak Irrigation Circle,
Dharwar, 2nd May 1952.

To

The Chief Engineer to Government,
Public Works Department,
Bombay.

Subject:- Rakaskop Reservoir Project:
Estimate for the surveying the contours of the storage basin of the....

Reference: This office letter No.M.I.10 dated the 8th April 1952 addressed to the Chief Engineer to Govt.P.W.D.,Bombay

2. In continuation of this office letter cited above, I submit herewith a survey estimate, in duplicate, amounting to Rs.3,000/- for contouring the storage basin of the Rakaskop Reservoir scheme, for approval and return at an early date.

3. Government had stipulated that no expenditure should be incurred on the project without the prior sanction of the Government vide Government letter,P.W.D.No.MIP 1951 J dated the 10th August 1951. Necessary expenditure may please be authorised.

D.A.-
as above.

Superintending Engineer,K.I.C.

426

4 sheet

J
6-5-52

P. W. D.
File No. 1142/1951
Serial No. 43010

Elec Kale
6/5

J
6-5-52

MSP 1957
43010

429

Ø. ES.D.

T.BE

The S.E. K.I.C. has submitted for approval and allotment of funds, the survey estimate amounting to Rs. 3000/- for constructing the storage basin of the Kakashof Reservoir Project. Scheme (Belgaum distt.) H. 419-421

ff 409-411

2. In G.E. No. MSP 1957-T dt. the 7-5-52, the S.E. K.I.C. and the P.H.E. have already been requested to submit survey estimate and for that in con. with the detailed investigations and preparation of the project. They have however, been asked not to incur any expenditure in con. with the project until orders re. financial sanction are issued by Govt.

3. The estimate submitted by the S.E., may, if it is in order, be approved.

4. The survey estimate from the P.H.E. as recd. to - in Para. 2 of the

U.S.

G.E. No. MSP 1957 - T dt: the 9.5.52 and a reply from the Coll. with ref. to para. 3 of the G.L may be awaited

sml Thro. B.B.&C.I. (Cont'd)

14.5.52. 5. Exps. to the extent of Rs. 3,000 may be authorised in the current year. The S.E. may be requested to reduct exps. it by reappn. from within the said C.E. grants placed at his disposal for the current year under "18-Irrig."

Yes
16.5.52

6.(i) The survey estimate for contouring the storage basin on the Markandeya River is modest and provides for minimum expenditure on the work. It is in order, may be approved.

(ii) It is proposed to carry contour survey of contours at 10 ft. intervals. It is considered advisable to have contours surveyed at 5 ft. intervals.

16.5.52

16.5.52

U.S.

19.5.52

C.E.

Shrikale
19/5

431

Letter.

No.M.I.10.

Karnatak Irrigation Circle,
Dharwar, 17th May 1952.

To

The Chief Engineer to Government,
Public Works Department,
Bombay.

Subject:- Rakaskop Reservoir Project of Shri.N.S.Singhi of Calcutta.

Reference: Government P.W.D.letter(confidential) No.MIP 1951 J dated the 7th May 1952 addressed to the Collector of Belgaum and copy endorsed to this office.

The proposals detailing the various items of investigations to be carried out to complete the plans and estimatesof the above Project, have already been submitted to you vide para No.4 of this office letter No.M.I.10, dated the 8th April 1952.

2. Further, a Survey estimate amounting to Rs.3000/- for contouring the storage basin of the Reservoir has also been submitted to you vide this office letter No.M.I.10, dated the 2nd May 1952.

3. If allowed to proceed on the basis of the results already available without actual samples such as cores or samples from pits, no further expenditure beyond survey is needed. Otherwise, bores will have to be taken afresh and core and soil samples from test pits will have to be tested again at an additional cost. Orders are requested.

4. The Survey estimate may also please be returned sanctioned early.

Superintending Engineer,K.I.C.

Copy forwarded with compliments to the Executive Engineer, Irrigation Projects Division (South),Dharwar; for information.

To

The Secretary to the Government of Bombay,
Public Works Department, Secretariat,
Bombay No.1.

Subject:-Rakaskop Reservoir Project near Belgaum of Shri Narendra Singh Singhi of Calcutta.

Reference:-Government (Confidential)letter P.W.D.No.MIP-1951-J of 7/5/1952.

No. MUN-BCM-393. Belgaum, 23 May 1952.

I have the honour to enclose a copy of the agreement dated 11/10/1946 together with the Schedule of lands entered into between the then Kurundwad State (Senior Darbar) and Shri Narendrasingh Singhi and a copy of another agreement dated 10/12/47 modifying clauses 4,7,19 and 22 of the original agreement received under letter No. LND dated 25/9/1951 from the Mamlatdar of Belgaum for perusal as directed by Government.

It may please be noted that the original agreement was for 3065 acres of land while the amended was for 3046 acres of land.

For Collector of Belgaum.

KHS

•GC/22-5.

J
29-5
L. W. D.
MIP 1951
50796.

O. & D.

VBE

Submitted with ref. to the G.O.C. No. MJP 1957-J dt. the 7.5.52

2. The survey estimate (f 417) amounting to Rs. 3,000 for constructing the storage basin of the reservoir has been sanctioned by the C.E. vide f.430 ante. One drain (f. 6, 7) leads to the S.E. observing the estimate is put up.

3. Orders are solicited on (f 6-1) 3 of the S.E.'s letter No. M.J. 10 a/ the 17-5-52. We will inform Sultan on receipt of orders.

4. With ref. to (f 4n 9) para. 3 of the G.O. dt. the 7-9-52, the Coll. has forwarded a copy of the agreement dated the 11-10-46 together with the schedule of lands entered into between the then Kurumbas of Sale (Salem Dist.) and Shri Narendrasingji Seighi and a copy of another agreement dt. the 10-12-47 modifying clauses 4, 7, 14 and 22 of

the original agreement for perusal. They may be sent to the R.L.A. together with this file with ref. to his letter dtd. the 2.6.52.

5. One D'oyly Carte stamped 'A', 'B' and 'C' which were tied up with this file may be returned to the D'oyly Carte Opera Co. when they are no longer required in this Office.

6. The letters may be refd. to in the R.L.A. as provided in para. 4 above through the D'oyly Carte who will kindly retain the letters refd. to in para. 5 above.

Thos. B.S. & D.E. (Attys.)

The draft may issue after we hear from the P.O.

4.6.52

4.6.52

(i) New licence & trial flights will have to be taken.

6.6.52

Accountant Clerk.

MSP 1957
50796

~~Letter~~.

P. W. D.
B. C. (Bombay No.)
Tuesday 1952.

No. MSP 1957.T

To.

The Superintending Engineer, Karnataka
Irrigation circle.

Sub:— Rakaskop Reservoir Project
of shri N. S. Singhi of
Calcutta.

Ref:- ~~Your~~ your letter No. M. S. 10 dt. f. 427
the 2-5-52.

2. The survey estimate amounting to ff 419-421
Rs. 3,000/- ~~for~~ conducting the Storage
basin of the Rakaskop reservoir project
is returned herewith duly abstracted. The contour
survey should be for contours at 5ft. intervals instead of at 10 ft. intervals as
proposed. 3 Expdre. to the extent of Rs. 3000 is authorised during
the current year and shld. be debited to the head
"18-Other Rev. Expdre. financed from Ordinary Revenues-A-Irrig.
works-(2)-Miscellaneous Expdre-Other charges" (for reappn.
and shld. be met from savings
within the sanctioned grants placed at your disposal under
the head "18-Irrigation".

D.A.- Survey Estimate

By Order etc.
~~By order etc.~~
~~For Chief Engineer,~~
Supdt. Clerk. P. W. D.

copy to

One ~~E.~~ F.D.
One ~~A.G.~~, Bombay, (thro F.D.).
The C.E. (I.W.D.)
One Ex. Engr. Irrigation Projects Devn (South)

MP/1957
509796

Resubmitted with ref. to the notes at fl. 435-36 ante.

2. The bakers may be asked, in lieu of the proposed in para. A of the O.N. dt. the 4-6-52, f. 436 5 and 7 of the O.N. dt. the 4-6-52,

3. Necessary addition to the draft at fl. 43, ante with ref. to the C.E's note dt. the f. 436 6.6.52 will be made on return of bakers from the departments.

4. The bakers will be asked, in lieu of A.L.A. as proposed in para. A of the O.N. dt. the fl. 435-436

4-6-52 after time of the order at 4.30 p.m.

7-6-52.

Thro. DE (AHQ)

10.6.52

10.6.52